



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162nd Street, Gardena, California

Website: www.cityofgardena.org

Tuesday, May 14, 2024

Open Session 7:30 p.m.

TASHA CERDA, *Mayor*

MARK E. HENDERSON, *Mayor Pro Tem*

RODNEY G. TANAKA, *Council Member*

PAULETTE C. FRANCIS, *Council Member*

WANDA LOVE, *Council Member*

MINA SEMENZA, *City Clerk*

GUY H. MATO, *City Treasurer*

CLINT OSORIO, *City Manager*

CARMEN VASQUEZ, *City Attorney*

LISA KRANITZ, *Assistant City Attorney*

If you would like to participate in this meeting, you can participate via the following options:

- 1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at**
youtube.com/CityofGardena
- 2. PARTICIPATE BEFORE THE MEETING** by emailing the Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.
- 3. ATTEND THE MEETING IN PERSON**

PUBLIC COMMENT: The City Council will hear from the public on any item on the agenda or any item of interest that is not on the agenda at the following times:

- Agenda Items – At the time the City Council considers the item or during Oral Communications
- Non-agenda Items – During Oral Communications
- Public Hearings – At the time for Public Hearings listed on the Agenda

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk or Sergeant of Arms. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. Members of the public wishing to address the City Council will be given three (3) minutes to speak.

- 4.** The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email cityclerk@cityofgardena.org at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

- Treat everyone courteously;
- Listen to others respectfully;
- Exercise self-control;
- Give open-minded consideration to all viewpoints;
- Focus on the issues and avoid personalizing debate; and
- Embrace respectful disagreement and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions

Thank you for your attendance and cooperation

1. **ROLL CALL**

PUBLIC COMMENT ON CLOSED SESSION

2. **CLOSED SESSION**

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

3. **PLEDGE OF ALLEGIANCE**

Kemsinachi Nzenwa and Royce Carter
Maria Regina Catholic School

4. **INVOCATION**

Pastor Ware
FaithWorks AG

5. **PRESENTATIONS**

- 5.A Resolutions of Commendation to Members of the Gardena Police Department in Acknowledgement of Receiving Awards from the South Bay Police and Fire Memorial Foundation at the 48th Annual Medal of Valor Awards Ceremony on May 23, 2024
- a. Police Officer Emmanuel Bazan - Life Saving Award
 - b. Police Officer Andre Carter - Life Saving Award
 - c. Police Officer Jocelyn Castellanos - Life Saving Award
 - d. Police Officer Carlos Gutierrez - Life Saving Award
 - e. Police Officer Laurent Hentges - Life Saving Award
 - f. Police Officer Miles Medeiros - Life Saving Award
 - g. Police Officer Austin Pennella - Life Saving Award
 - h. Sergeant Richard Reynaga - Life Saving Award
 - i. Police Officer Erich Von Roishmandt - Life Saving Award
 - j. Police Officer Jose Serrano - Life Saving Award
 - k. Police Officer Edward Wenke - Life Saving Award
- [Medal of Valor - 2024 Commendations.pdf](#)

- 5.B South Bay City Council of Governments - South Bay Energy & Climate Recognition Program: Gold Level Award Presented to the City of Gardena
- 5.C Gardena Events Video Presentation

6. **PROCLAMATIONS**

- 6.A Fibromyalgia Awareness Month - May 2024 (*to be accepted by Terrie Brinkley, Founder of The Fibro Warriors support group*)
[Fibromyalgia Awareness Proclamation](#)
- 6.B Public Works Week - May 19 through May 25, 2024 (*to be accepted by Allan Rigg, Director of Public Works with the City of Gardena*)
[Public Works Week Proclamation](#)
- 6.C Asian American Native Hawaiian Pacific Islander Heritage Month - *to be proclaimed only*
[PROCLAIMED ONLY - AAPI month 2024.pdf](#)

7. **APPOINTMENTS**

8. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC- Roll Call Vote Required On The Consent Calendar

All matters listed under the Consent Calendar will be enacted by one motion unless a Council Member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

PUBLIC COMMENT ON CONSENT CALENDAR

- 8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only
CONTACT: CITY CLERK
- 8.B Approve Minutes:
Regular Meeting of the City Council, April 23, 2024
CONTACT: CITY CLERK
[04232024 REGULAR Minutes CC Meeting - FINAL.pdf](#)
- 8.C Receive and File of Minutes:
Planning and Environmental Quality Commission, April 16, 2024
CONTACT: COMMUNITY DEVELOPMENT
[2024_04_16 PCMIN - Approved & Signed.pdf](#)
- 8.D Approval of Warrants/Payroll Register, May 14, 2024
CONTACT: ADMINISTRATIVE SERVICES
[Warrant-Payroll Register 05-14-24.pdf](#)
- 8.E Personnel Report P-2024-8 5-14-24
CONTACT: ADMINISTRATIVE SERVICES

PERS RPT P-2024-8 5-14-24.pdf

Attachment 1 - Classification and Compensation Schedule.pdf

Attachment 2 - Court Liaison.pdf

- 8.F [SECOND READING OF ORDINANCE NO. 1865](#), Amending Chapter 18.60 of the Gardena Municipal Code and Sections of 5.08.170, 8.16.030 and 8.16.050 relating to temporary use permits and temporary events permits, and amending Section 5.04.160, 5.04.278, and 5.28.020 of Title 5
Environmental Determination: The project is exempt pursuant to CEQA Guidelines sections 15061(b)(3) and 15304
CONTACT: COMMUNITY DEVELOPMENT
[Ordinance No. 1865.pdf](#)
- 8.G [SECOND READING OF ORDINANCE 1871](#), Amending Sections of Chapter 5.52 and Title 18 of the Gardena Municipal Code relating to significant tobacco retailers, cigar lounges, and hookah lounges
Environmental Determination: The project is exempt pursuant to CEQA Guidelines section 15061(b)(3) as there is no possibility that the activity may have a significant effect on the environment.
CONTACT: COMMUNITY DEVELOPMENT
[Ordinance No. 1871.pdf](#)
- 8.H [Approval of Final Tract Map No. 83979](#)
CONTACT: PUBLIC WORKS
[Tract Map No. 83979.pdf](#)
- 8.I [RESOLUTION NO. 6666](#): Authorizing the City Manager to Execute an Agreement for the Elderly Nutrition Program on Behalf of the City for Fiscal Year 2024-2025.
CONTACT: RECREATION AND HUMAN SERVICES
[Resolution No. 6666.pdf](#)
- 8.J [RESOLUTION NO. 6667](#): Authorizing the City Manager to Execute an Agreement for the Supportive Services Program on Behalf of the City for Fiscal Year 2024-2025
CONTACT: RECREATION AND HUMAN SERVICES
[Resolution No. 6667.pdf](#)

9. **EXCLUDED CONSENT CALENDAR**

10. **PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET**

10.A MAY 7, 2024 MEETING

CONDITIONAL USE PERMIT #2-24

The Planning Commission considered a request for a conditional use permit to allow the sale of beer and wine for on-site consumption in conjunction with a new sushi restaurant within an existing supermarket located at 1740 W Artesia Blvd.

Environmental Determination: The Planning Commission reviewed a determination that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15301, as an Existing Facilities project.

Project Location: 1740 W. Artesia Blvd

Commission Action: The Planning Commission approved Resolution No. PC 9-24, by a vote of 5-0, approving Conditional Use Permit #2-24, and directed staff to file a Notice of Exemption.

City Council Action: Receive and file or call for review by way of two votes from the City Council.

10.B MAY 7, 2024 MEETING

SITE PLAN REVIEW #7-23, ENVIRONMENTAL ASSESSMENT #21-23; AND DENSITY BONUS REQUEST

The Planning Commission considered approval of a site plan review and density bonus request for the development of a multi-family residential housing project consisting of 300 apartment units, including 17 affordable units, in a six-story, podium apartment building with one subterranean level for parking, in the R-6 zone.

Environmental Determination: The Planning Commission considered a recommendation to the City Council whether to approve the Sustainable Communities Environmental Assessment (SCEA) (SCH #2024020743), make the findings, and adopt the Mitigation Monitoring and Reporting Program (MMRP) for the 1610 West Artesia Boulevard project, pursuant to PRC Section 21155.

Project Location: 1610 W. Artesia Boulevard

Commission Action: The Planning Commission adopted the following resolutions:

- Resolution No. PC 11-24, by a vote of 4-1, recommending that the City Council approve the SCEA, make the proper findings, and adopt the MMRP for the 1610 West Artesia Boulevard project; and
- Resolution No. PC 12-24, by a vote of 4-1, approving Site Plan Review #7-23, and Density Bonus Request, contingent on the approval from the City Council for the SCEA prepared for the project.

City Council Action:

- A public hearing before the City Council will be held on May 28, 2024, for the consideration of adopting the SCEA findings for the project.

- Receive and file the Planning Commission's approval of Site Plan Review #7-23 and Density Bonus request or call the items for review, by way of two votes from the City Council.

To view the complete Planning Commission agenda packet [CLICK HERE.](#)
[2024_05_07 PCAX](#)

11. **ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTE PERIOD)**

Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes, unless extended by the Mayor. An amber light will appear to alert the speaker when two minutes are complete, and a red light will appear when three minutes are over. Your cooperation is appreciated.

12. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

- 12.A [SECOND READING AND ADOPTION OF ORDINANCE NO. 1870](#), Authorizing an Amendment to the Contract Between the Board of Administration of the Public Employees' Retirement System and the City of Gardena

Staff Recommendation: Approve Ordinance No. 1870

[ORDINANCE NO. 1870.pdf](#)

[Amendment to Contract.pdf](#)

[CON-5.pdf](#)

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

- 13.A [Appeal of the denial of a business license from Soul Housing for the property at 15906 S Western Avenue in the City](#)

Staff Recommendation: Staff respectfully recommends that the City Council, hold a hearing, receive testimony, and uphold the decision of the Community Development Director to deny the business license by Soul Housing for the property at 15902 S Western Avenue.

[Staff Report.pdf](#)

[ATTACHMENT 1 - Application for Soul Housing.pdf](#)

[ATTACHMENT 2 - Director's Letter with attachments.pdf](#)

[ATTACHMENT 3 - Applicant's Appeal Letter.pdf](#)

[ATTACHMENT 4 - Lease Agreement.pdf](#)

[ATTACHMENT 5 - Business portfolio for Soul Housing.pdf](#)

[ATTACHMENT 6 - CalAim Agreement.pdf](#)

[ATTACHMENT 7 - Planning Division Zoning/Land Use Determination with attachments.pdf](#)

14. **DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES**

15. **DEPARTMENTAL ITEMS - POLICE**

- 15.A [PUBLIC HEARING: INTRODUCTION OF ORDINANCE NO. 1872](#), Adopting a Military Equipment Use Policy of the City of Gardena, California Governing the Use of Military Equipment pursuant to Assembly Bill 481

Staff Recommendation: Conduct a Public Hearing, allow three (3) minutes for each speaker, and Introduce Ordinance No. 1872

[Attachment 1 - Staff Report](#)

[Attachment 2 - AB 481 Text.pdf](#)

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 16.A [Approve and Authorize Director of Public Works to execute an Agreement for the installation of water services between the City of Gardena and Golden State Water Company for the Gardena Community Aquatics and Senior Center Project, JN 978.](#)

Staff Recommendation: Authorize the Director of Public Works to Execute an Agreement for the water line services with GSW Company
[25032939 - Agreement - Non-Refundable - GSW managed signed.pdf](#)

17. **DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES**

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

19. **COUNCIL ITEMS**

- 19.A [RESOLUTION NO. 6664, A Resolution of the City Council of the City of Gardena California, In Support of An Enduring Ceasefire in Gaza, Ukraine, Haiti and the Democratic Republic of Congo](#)

Staff Recommendation: Discuss and Consider Adopting Resolution No. 6664
[RESOLUTION No. 6664.pdf](#)

- 19.B [Consider Letter of Support for California Assembly Bill 2309 \(Muratsuchi\) Regarding Allowing Local Prosecution of Misdemeanors](#)

Staff Recommendation: Approve Letter of Support for AB 2309
[AB 2309 Bill Text.pdf](#)
[AB 2309 Fact Sheet.pdf](#)
[AB 2309 Letter of Support.pdf](#)

20. **COUNCIL DIRECTIVES**

21. **CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

22. **COUNCIL REMARKS**

1. COUNCIL MEMBER TANAKA
2. COUNCIL MEMBER LOVE
3. MAYOR PRO TEM HENDERSON
4. MAYOR CERDA
5. COUNCIL MEMBER FRANCIS

23. **ANNOUNCEMENT(S)**

24. **REMEMBRANCES**

25. **ADJOURNMENT**

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, May 28, 2024.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is available on our website at www.CityofGardena.org.

Dated this 10th day of May 2024

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk



RESOLUTION OF COMMENDATION

WE, the Mayor and Council Members of the City of Gardena, California do hereby declare and resolve, as follows:

WHEREAS, since March 20, 1974, an Annual Medal of Valor Award Program has been presented which honors officers and members of South Bay Police and Fire Departments who have distinguished themselves by outstanding bravery, heroism, or other meritorious actions above and beyond the call of duty. This year is the 48th Annual Program and is sponsored by the South Bay Police and Fire Memorial Foundation; and

WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Jose Serrano** will distinguish himself, his department, and this City by being presented with the *Life Saving Award*; and

WHEREAS, **Police Officer Serrano** was nominated for the award on the basis of his heroic and outstanding actions when, on Sunday, August 6, 2023, officers responded to a medical call of a male juvenile with an injury to his left hand. Upon arrival, officers discovered the male juvenile inside of a vacant lot that was secured by a chain link fence; and

WHEREAS, **Officer Serrano** noticed the large amount of blood coming from the male juvenile's wrist and placed a tourniquet on his arm above the wound. **Officer Serrano** obtained a pair of bolt cutters from a nearby resident and began cutting the chain link fence. He quickly cut the fence vertically allowing the male juvenile to safely step out and receive further treatment; and

WHEREAS, **Officer Serrano's** tourniquet application was done correctly and was necessary to reduce blood loss. The male juvenile lost all five fingers and part of his left hand when the firework he was lighting suddenly exploded; but ultimately survived his injuries; and

WHEREAS, **Police Officer Jose Serrano** is commended for his bravery and decisive action in effectively applying life-saving medical care during a high-pressure situation, and is certainly deserving of the *Life Saving Award*, and of public praise and recognition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to


GARDENA POLICE OFFICER JOSE SERRANO

on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the *Life Saving Award*; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

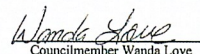
This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this fourteenth day of May, 2024.


Mayor Tasha Cerda


Councilmember Mark E. Henderson


Councilmember Rodney L. Tabaka


Councilmember Paulette C. Francis


Councilmember Wanda Love



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WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Edward Wenke** will distinguish himself, his department, and this City by being presented with the **Life Saving Award**; and

WHEREAS, **Police Officer Wenke** was nominated for the award on the basis of his heroic and outstanding actions when, on Tuesday, August 29, 2023, officers responded to a call of a shooting. The call indicated there was a male victim suffering from multiple gunshot wounds; and

WHEREAS, upon arrival officers rendered the scene safe and located a male adult lying on the ground in front of a business. The victim was suffering from gunshot wounds to his left arm, right arm, left leg, left cheek, and three gunshot wounds to his back. Upon locating the gunshot wounds to the victims back, **Officer Wenke** applied chest seals to prevent air from building up in his chest cavity and possibly causing his lungs to collapse, while Officers Medeiros, Officer Carter, and Sergeant Reynaga placed tourniquets on damaged limbs in an effort to reduce blood loss. The officers continued talking to the victim to keep him conscious and reassured him that he would be okay; and

WHEREAS, as a result of the quick and thorough assessment from **Officer Wenke** and appropriate treatment of the victim's multiple gunshot wounds from Gardena Police Officers, the victim survived; and

WHEREAS, **Police Officer Edward Wenke** is commended for his bravery and decisive action in effectively applying life-saving medical care during a high-pressure situation, and is certainly deserving of the **Life Saving Award**, and of public praise and recognition;

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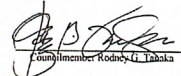
GARDENA POLICE OFFICER EDWARD WENKE

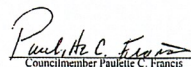
on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the **Life Saving Award**; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

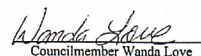
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Councilmember Mark E. Henderson


Councilmember Rodney L. Tabaka


Councilmember Paulette C. Francis


Councilmember Wanda Love



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WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Sergeant Richard Reynaga** distinguish himself, his department, and this City by being presented with the *Life Saving Award*; and

WHEREAS, **Sergeant Reynaga** was nominated for the award on the basis of his heroic and outstanding actions when, on Tuesday, August 29, 2023, officers responded to a call of a shooting. The call indicated there was a male victim suffering from multiple gunshot wounds; and

WHEREAS, upon arrival officers rendered the scene safe and located a male adult lying on the ground in front of a business. The victim was suffering from gunshot wounds to his left arm, right arm, left leg, left cheek, and three gunshot wounds to his back. Upon locating the gunshot wounds, **Sergeant Reynaga** applied a tourniquet to the right arm, while Officers Wenke, Medeiros, and Carter placed chest seals and tourniquets in an effort to reduce blood loss. The officers continued talking to the victim to keep him conscious and reassured him that he would be okay; and

WHEREAS, as a result of the quick and thorough assessment from **Sergeant Reynaga** and appropriate treatment of the victim's multiple gunshot wounds from Gardena Police Officers, the victim survived; and

WHEREAS, **Police Sergeant Richard Reynaga** is commended for his bravery and decisive action in effectively applying life-saving medical care during a high-pressure situation, and is certainly deserving of the *Life Saving Award*, and of public praise and recognition;

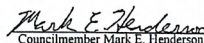
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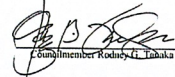
GARDENA POLICE SERGEANT RICHARD REYNAGA

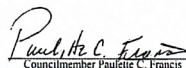
on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the *Life Saving Award*; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

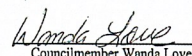
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WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Miles Medeiros** will distinguish himself, his department, and this City by being presented with the *Life Saving Award*; and

WHEREAS, **Police Officer Medeiros** was nominated for the award on the basis of his heroic and outstanding actions when, on Tuesday, August 29, 2023, officers responded to a call of a shooting. The call indicated there was a male victim suffering from multiple gunshot wounds; and

WHEREAS, upon arrival officers rendered the scene safe and located a male adult lying on the ground in front of a business. The Victim was suffering from gunshot wounds to his left arm, right arm, left leg, left cheek, and three gunshot wounds to his back. Upon locating the gunshot wounds, **Officer Medeiros** applied a tourniquet to the left leg, while Officers Wenke, Carter, and Sergeant Reynaga placed chest seals and tourniquets in an effort to reduce blood loss. The officers continued talking to the victim to keep him conscious and reassured him that he would be okay; and

WHEREAS, as a result of the quick and thorough assessment from **Officer Medeiros** and appropriate treatment of the victim's multiple gunshot wounds from Gardena Police Officers, the victim survived; and

WHEREAS, **Police Officer Miles Medeiros** is commended for his bravery and decisive action in effectively applying life-saving medical care during a high-pressure situation, and is certainly deserving of the *Life Saving Award*, and of public praise and recognition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to

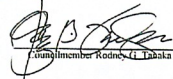
GARDENA POLICE OFFICER MILES MEDEIROS

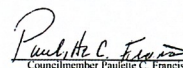
on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the *Life Saving Award*; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

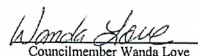
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WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Andre Carter** will distinguish himself, his department, and this City by being presented with the **Life Saving Award**; and

WHEREAS, **Police Officer Carter** was nominated for the award on the basis of his heroic and outstanding actions when, on Tuesday, August 29, 2023, officers responded to a call of a shooting. The call indicated there was a male victim suffering from multiple gunshot wounds; and

WHEREAS, upon arrival officers rendered the scene safe and located a male adult lying on the ground in front of a business. The victim was suffering from gunshot wounds to his left arm, right arm, left leg, left cheek, and three gunshot wounds to his back. Upon locating the gunshot wounds, **Officer Carter** applied a tourniquet to the left arm, while Officer Wenke, Officer Medeiros, and Sergeant Reynaga placed chest seals and tourniquets in an effort to reduce blood loss. The officers continued talking to the victim to keep him conscious and reassured him that he would be okay; and

WHEREAS, as a result of the quick and thorough assessment from **Officer Carter** and appropriate treatment of the victim's multiple gunshot wounds from Gardena Police Officers, the victim survived; and

WHEREAS, **Police Officer Andre Carter** is commended for his bravery and decisive action in effectively applying life-saving medical care during a high-pressure situation, and is certainly deserving of the **Life Saving Award**, and of public praise and recognition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to


GARDENA POLICE OFFICER ANDRE CARTER

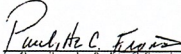
on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the **Life Saving Award**; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

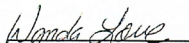
This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this fourteenth day of May, 2024.


Mayor Tasha Cerdas


Councilmember Mark E. Henderson


Councilmember Rodney L. Tabaka


Councilmember Paulette C. Francis


Councilmember Wanda Love



RESOLUTION OF COMMENDATION

WE, the Mayor and Council Members of the City of Gardena, California do hereby declare and resolve, as follows:

WHEREAS, since March 20, 1974, an Annual Medal of Valor Award Program has been presented which honors officers and members of South Bay Police and Fire Departments who have distinguished themselves by outstanding bravery, heroism, or other meritorious actions above and beyond the call of duty. This year is the 48th Annual Program and is sponsored by the South Bay Police and Fire Memorial Foundation; and

WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Laurent Hentges** will distinguish himself, his department, and this City by being presented with the *Life Saving Award*; and

WHEREAS, **Police Officer Hentges** was nominated for the award on the basis of his heroic and outstanding actions when, on Friday, December 1, 2023, officers responded to a report of a shooting that had just occurred. **Officer Hentges** was the first officer to arrive on scene and discovered the victim lying on the sidewalk; and

WHEREAS, **Officer Hentges** quickly began assessing the victim and discovered the following injuries: one gunshot wound to his upper left chest, one gunshot wound to his stomach, and two gunshot wounds to his right leg. **Officer Hentges** applied chest seals over the gunshot wounds in the victim's chest and stomach to prevent air from building up in his chest cavity; and

WHEREAS, **Officer Hentges** applied a tourniquet to reduce blood loss from the two gunshot wounds in the victim's leg. Once he had treated the obvious gunshot wounds, **Officer Hentges** conducted a secondary sweep for any additional injuries. He recognized the victim was slipping in and out of consciousness and continued talking to the victim, reassuring him he was going to be okay; and

WHEREAS, the victim was in shock from blood loss by the time he arrived at the hospital. He was taken straight to the operating room, where it was discovered that the bullets had travelled through his colon, pancreas, intestines, and kidney. Ultimately, the application of chest seals most likely prevented the victim's lungs from collapsing. As a result of **Officer Hentges'** appropriate treatment and quick-thinking, the victim survived his life-threatening gunshot wounds; and

WHEREAS, **Police Officer Laurent Hentges** is commended for his bravery and decisive action in effectively applying life-saving medical care during a high-pressure situation, and is certainly deserving of the *Life Saving Award*, and of public praise and recognition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to

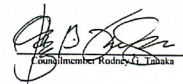
GARDENA POLICE OFFICER LAURENT HENTGES

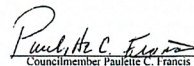
on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the *Life Saving Award*; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

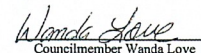
This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this fourteenth day of May, 2024.


Mayor Tasha Corda


Councilmember Mark E. Henderson


Councilmember Rodney A. Tabata


Councilmember Paulette C. Francis


Councilmember Wanda Love



RESOLUTION OF COMMENDATION

WE, the Mayor and Council Members of the City of Gardena, California do hereby declare and resolve, as follows:

WHEREAS, since March 20, 1974, an Annual Medal of Valor Award Program has been presented which honors officers and members of South Bay Police and Fire Departments who have distinguished themselves by outstanding bravery, heroism, or other meritorious actions above and beyond the call of duty. This year is the 48th Annual Program and is sponsored by the South Bay Police and Fire Memorial Foundation; and

WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Austin Pennella** will distinguish himself, his department, and this City by being presented with the *Life Saving Award*; and

WHEREAS, **Police Officer Pennella** was nominated for the award on the basis of his heroic and outstanding actions when, on Sunday, December 31, 2023, shortly after midnight, Gardena Police officers responded to Gardena Memorial Hospital regarding five gunshot victims inside of a vehicle. Upon arrival, officers began assessing, prioritizing, and treating the five victims who were all hit by gunfire; and

WHEREAS, the left rear female passenger suffered six gunshot wounds, one in each limb and two gunshot wounds to her back. **Officer Pennella** placed a tourniquet on the female's left leg to control the amount of blood she was losing. Officer Von Roishmandt applied tourniquets to both arms and right leg and two chest seals over the gunshot wounds the female victim sustained to her back to reduce the chances of air building up in her chest cavity and collapsing her lungs; and

WHEREAS, the female driver suffered a gunshot wound to her left shoulder but was alert. The female front seat passenger suffered a gunshot wound to her upper left leg; Officer Hentges applied a tourniquet to the female's leg. The male right rear passenger suffered a gunshot to his left leg, Officer Medeiros and Officer Bazan applied a tourniquet to his leg. The female rear middle seat passenger suffered one gunshot to her left side and one gunshot to the face. Officer Castellanos removed her from the rear seat but was unable to find a pulse, she then began CPR for several minutes until Los Angeles County Fire Department paramedics arrived on scene and pronounced the victim deceased; and

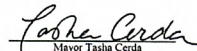
WHEREAS, the timely and effective life-saving measures from **Police Officer Austin Pennella**, and the will to serve from all of these officers, ultimately helped them save four of the five victims in this horrific shooting;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to

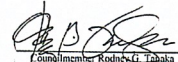
GARDENA POLICE OFFICER AUSTIN PENNELLA

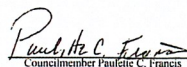
on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the *Life Saving Award*; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

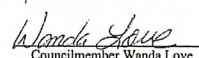
This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this fourteenth day of May, 2024.


Mayor Tasha Cerda


Councilmember Mark E. Henderson


Councilmember Rodney G. Tabaka


Councilmember Pauline C. Francis


Councilmember Wanda Love



RESOLUTION OF COMMENDATION

WE, the Mayor and Council Members of the City of Gardena, California do hereby declare and resolve, as follows:

WHEREAS, since March 20, 1974, an Annual Medal of Valor Award Program has been presented which honors officers and members of South Bay Police and Fire Departments who have distinguished themselves by outstanding bravery, heroism, or other meritorious actions above and beyond the call of duty. This year is the 48th Annual Program and is sponsored by the South Bay Police and Fire Memorial Foundation; and

WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Jocelyn Castellanos** will distinguish herself, her department, and this City by being presented with the **Life Saving Award**; and

WHEREAS, **Police Officer Castellanos** was nominated for the award on the basis of her heroic and outstanding actions when, on Sunday, December 31, 2023, shortly after midnight, Gardena Police officers responded to Gardena Memorial Hospital regarding five gunshot victims inside of a vehicle. Upon arrival, officers began assessing, prioritizing, and treating the five victims who were all hit by gunfire; and

WHEREAS, one of the passengers suffered multiple gunshot wounds, one to her left side and one gunshot to the face. **Officer Castellanos** removed her from the rear seat but was unable to find a pulse. **Officer Castellanos** then began CPR for several minutes until Los Angeles County Fire Department paramedics arrived on scene and pronounced the victim deceased; and

WHEREAS, the female driver suffered a gunshot wound to her left shoulder but was alert. The female front seat passenger suffered a gunshot wound to her upper left leg; Officer Hentges applied a tourniquet to the female's leg. The male right rear passenger suffered a gunshot wound to his left leg, Officer Medeiros and Officer Bazan applied a tourniquet to his leg; and

WHEREAS, the left rear female passenger suffered six gunshot wounds, one in each limb and two gunshot wounds to her back. Officer Von Roishmandt applied tourniquets to both arms and right leg and also placed two chest seals over the gunshot wounds the female sustained to her back to reduce the chances of air building up in her chest cavity and collapsing her lungs. Officer Pennella placed a tourniquet on the female's left leg; and

WHEREAS, the timely and effective life-saving measures from **Police Officer Jocelyn Castellanos**, and the will to serve from all of these officers, ultimately helped them save four of the five victims in this horrific shooting.

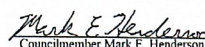
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for her exemplary and above-and-beyond Life-Saving service are hereby tendered to

GARDENA POLICE OFFICER JOCELYN CASTELLANOS

on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the **Life Saving Award**; and extending sincere wishes for continued good health, happiness, and exceptional success in her chosen career field.

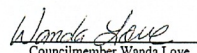
This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this fourteenth day of May, 2024.


Mayor Tasha Cerdas


Councilmember Mark E. Henderson


Councilmember Rodney L. Tabaka


Councilmember Paulette C. Francis


Councilmember Wanda Love



RESOLUTION OF COMMENDATION

WE, the Mayor and Council Members of the City of Gardena, California do hereby declare and resolve, as follows:

WHEREAS, since March 20, 1974, an Annual Medal of Valor Award Program has been presented which honors officers and members of South Bay Police and Fire Departments who have distinguished themselves by outstanding bravery, heroism, or other meritorious actions above and beyond the call of duty. This year is the 48th Annual Program and is sponsored by the South Bay Police and Fire Memorial Foundation; and

WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Erich Von Roishmandt** will distinguish himself, his department, and this City by being presented with the *Life Saving Award*; and

WHEREAS, **Police Officer Von Roishmandt** was nominated for the award on the basis of his heroic and outstanding actions when, on Sunday, December 31, 2023, shortly after midnight, Gardena Police officers responded to Gardena Memorial Hospital regarding five gunshot victims inside of a vehicle. Upon arrival, officers began assessing, prioritizing, and treating the five victims who were all hit by gunfire; and

WHEREAS, the left rear female passenger suffered six gunshot wounds, one in each limb and two gunshot wounds to her back. **Officer Von Roishmandt** applied tourniquets to both arms and right leg of the female to control the amount of blood she was losing. **Officer Von Roishmandt** also placed two chest seals over the gunshot wounds the female victim sustained to her back to reduce the chances of air building up in her chest cavity and collapsing her lungs. Officer Pennella placed a tourniquet on the female's left leg; and

WHEREAS, the female driver suffered a gunshot wound to her left shoulder but was alert. The female front seat passenger suffered a gunshot wound to her upper left leg; Officer Hentges applied a tourniquet to the female's leg. The male right rear passenger suffered a gunshot to his left leg, Officer Medeiros and Officer Bazan applied a tourniquet to his leg. The female rear middle seat passenger suffered one gunshot to her left side and one gunshot to the face. Officer Castellanos removed her from the rear seat but was unable to find a pulse, she then began CPR for several minutes until Los Angeles County Fire Department paramedics arrived on scene and pronounced the victim deceased; and

WHEREAS, the timely and effective life-saving measures from **Police Officer Erich Von Roishmandt**, and the will to serve from all of these officers, ultimately helped them save four of the five victims in this horrific shooting;

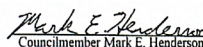
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to

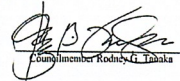
GARDENA POLICE OFFICER ERICH VON ROISHMANDT

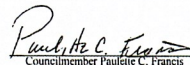
on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the *Life Saving Award*; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

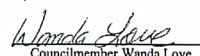
This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this fourteenth day of May, 2024.


Mayor Tasha Cerda


Councilmember Mark E. Henderson


Councilmember Rodney G. Tabala


Councilmember Pauline C. Francis


Councilmember Wanda Love



RESOLUTION OF COMMENDATION

WE, the Mayor and Council Members of the City of Gardena, California do hereby declare and resolve, as follows:

WHEREAS, since March 20, 1974, an Annual Medal of Valor Award Program has been presented which honors officers and members of South Bay Police and Fire Departments who have distinguished themselves by outstanding bravery, heroism, or other meritorious actions above and beyond the call of duty. This year is the 48th Annual Program and is sponsored by the South Bay Police and Fire Memorial Foundation; and

WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Laurent Hentges** will distinguish himself, his department, and this City by being presented with the **Life Saving Award**; and

WHEREAS, **Police Officer Hentges** was nominated for the award on the basis of his heroic and outstanding actions when, on Sunday, December 31, 2023, shortly after midnight, Gardena Police officers responded to Gardena Memorial Hospital regarding five gunshot victims inside of a vehicle. Upon arrival officers began assessing, prioritizing, and treating the five victims who were all hit by gunfire; and

WHEREAS, the female front seat passenger suffered a gunshot wound to her upper left leg, which was bleeding heavily. **Officer Hentges** applied a tourniquet to the female's leg to reduce the amount of blood she was losing. The male right rear passenger suffered a gunshot to his left leg. Officer Bazan and Officer Medeiros applied a tourniquet to his leg. The female driver suffered a gunshot wound to her left shoulder but was alert; and

WHEREAS, the female rear middle seat passenger suffered one gunshot wound to her left side and one gunshot wound to the face. Officer Castellanos removed her from the rear seat but was unable to find a pulse. Officer Castellanos then began CPR for several minutes until Los Angeles County Fire Department paramedics arrived on scene and pronounced the victim deceased; and

WHEREAS, the left rear female passenger suffered six gunshot wounds, one in each limb and two gunshot wounds to her back. Officer Von Roishmandt applied tourniquets to both arms and right leg. He also placed two chest seals over the gunshot wounds the female sustained to her back in an effort to reduce the chances of air building up in her chest cavity and collapsing her lungs. Officer Pennella placed a tourniquet on the female's left leg; and

WHEREAS, the timely and effective life-saving measures from **Police Officer Laurent Hentges**, and the will to serve from all of these officers, ultimately helped them save four of the five victims in this horrific shooting;

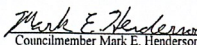
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to

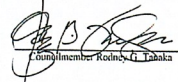
GARDENA POLICE OFFICER LAURENT HENTGES

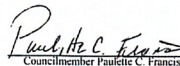
on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the **Life Saving Award**; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

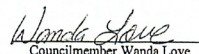
This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this fourteenth day of May, 2024.


Mayor Tasha Cerdas


Councilmember Mark E. Henderson


Councilmember Rodolfo Tabata


Councilmember Paulette C. Francis


Councilmember Wanda Love



RESOLUTION OF COMMENDATION

WE, the Mayor and Council Members of the City of Gardena, California do hereby declare and resolve, as follows:

WHEREAS, since March 20, 1974, an Annual Medal of Valor Award Program has been presented which honors officers and members of South Bay Police and Fire Departments who have distinguished themselves by outstanding bravery, heroism, or other meritorious actions above and beyond the call of duty. This year is the 48th Annual Program and is sponsored by the South Bay Police and Fire Memorial Foundation; and

WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Miles Medeiros** will distinguish himself, his department, and this City by being presented with the *Life Saving Award*; and

WHEREAS, **Police Officer Medeiros** was nominated for the award on the basis of his heroic and outstanding actions when, on Sunday, December 31, 2023, shortly after midnight, Gardena Police officers responded to Gardena Memorial Hospital regarding five gunshot victims inside of a vehicle. Upon arrival officers began assessing, prioritizing, and treating the five victims who were all hit by gunfire; and

WHEREAS, the male right rear passenger suffered a gunshot wound to his left leg, **Officer Medeiros** and Officer Bazan applied a tourniquet to his leg to reduce the amount of blood he was losing. The female driver suffered a gunshot wound to her left shoulder but was alert. The female front seat passenger suffered a gunshot wound to her upper left leg, Officer Hentges applied a tourniquet to the female's leg; and

WHEREAS, the female rear middle seat passenger suffered one gunshot wound to her left side and one gunshot wound to the face. Officer Castellanos removed her from the rear seat but was unable to find a pulse. Officer Castellanos then began CPR for several minutes until Los Angeles County Fire Department paramedics arrived on scene and pronounced the victim deceased; and

WHEREAS, the left rear female passenger suffered six gunshot wounds, one in each limb and two gunshot wounds to her back. Officer Von Roishmandt applied tourniquets to both arms and right leg. He also placed two chest seals over the gunshot wounds the female sustained to her back in an effort to reduce the chances of air building up in her chest cavity and collapsing her lungs. Officer Pennella placed a tourniquet on the female's left leg; and

WHEREAS, the timely and effective life-saving measures from **Police Officer Miles Medeiros**, and the will to serve from all of these officers, ultimately helped them save four of the five victims in this horrific shooting.

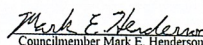
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to

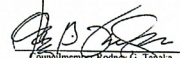
GARDENA POLICE OFFICER MILES MEDEIROS

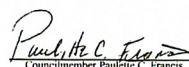
on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the *Life Saving Award*; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

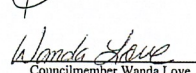
This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this fourteenth day of May, 2024.


Mayor Tasha Cerda


Councilmember Mark E. Henderson


Councilmember Rodney G. Tabata


Councilmember Paulette C. Francis


Councilmember Wanda Love



RESOLUTION OF COMMENDATION

WE, the Mayor and Council Members of the City of Gardena, California do hereby declare and resolve, as follows:

WHEREAS, since March 20, 1974, an Annual Medal of Valor Award Program has been presented which honors officers and members of South Bay Police and Fire Departments who have distinguished themselves by outstanding bravery, heroism, or other meritorious actions above and beyond the call of duty. This year is the 48th Annual Program and is sponsored by the South Bay Police and Fire Memorial Foundation; and

WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Emmanuel Bazan** will distinguish himself, his department, and this City by being presented with the *Life Saving Award*; and

WHEREAS, **Police Officer Bazan** was nominated for the award on the basis of his heroic and outstanding actions when, on Sunday, December 31, 2023, shortly after midnight, Gardena Police officers responded to Gardena Memorial Hospital regarding five gunshot victims inside of a vehicle. Upon arrival officers began assessing, prioritizing, and treating the five victims who were all hit by gunfire; and

WHEREAS, the male right rear passenger suffered a gunshot wound to his left leg, which was bleeding heavily. **Officer Bazan** and Officer Medeiros applied a tourniquet to his leg. The female driver of the vehicle suffered a gunshot wound to her left shoulder but was alert. The female front seat passenger suffered a gunshot wound to her upper left leg; Officer Hentges applied a tourniquet to the female's leg; and

WHEREAS, the female rear middle seat passenger suffered one gunshot wound to her left side and one gunshot wound to the face. Officer Castellanos removed her from the rear seat but was unable to find a pulse. Officer Castellanos then began CPR for several minutes until Los Angeles County Fire Department paramedics arrived on scene and pronounced the victim deceased; and

WHEREAS, the left rear female passenger suffered six gunshot wounds, one in each limb and two gunshot wounds to her back. Officer Von Roishmandt applied tourniquets to both arms and right leg. He also placed two chest seals over the gunshot wounds the female sustained to her back in an effort to reduce the chances of air building up in her chest cavity and collapsing her lungs. Officer Pennella placed a tourniquet on the female's left leg; and

WHEREAS, the timely and effective life-saving measures from **Police Officer Emmanuel Bazan**, and the will to serve from all of these officers, ultimately helped them save four of the five victims in this horrific shooting.

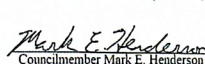
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to

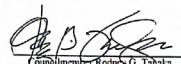
GARDENA POLICE OFFICER EMMANUEL BAZAN

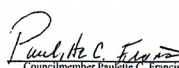
on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the *Life Saving Award*; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

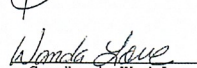
This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this fourteenth day of May, 2024.


Mayor Tasha Cerda


Councilmember Mark E. Henderson


Councilmember Rodney G. Tabata


Councilmember Paulette C. Francis


Councilmember Wanda Love



RESOLUTION OF COMMENDATION

WE, the Mayor and Council Members of the City of Gardena, California do hereby declare and resolve, as follows:

WHEREAS, since March 20, 1974, an Annual Medal of Valor Award Program has been presented which honors officers and members of South Bay Police and Fire Departments who have distinguished themselves by outstanding bravery, heroism, or other meritorious actions above and beyond the call of duty. This year is the 48th Annual Program and is sponsored by the South Bay Police and Fire Memorial Foundation; and

WHEREAS, at this special ceremony, to be held on Thursday, May 23, 2024, **Gardena Police Officer Carlos Gutierrez** will distinguish himself, his department, and this City by being presented with the *Life Saving Award*; and

WHEREAS, **Police Officer Gutierrez** was nominated for the award on the basis of his heroic and outstanding actions when, on Tuesday, July 4, 2023, while dispersing an intoxicated and hostile 4th of July crowd, officers had fireworks thrown and detonated all around them in the 1200 block of 144th Street; and

WHEREAS, officers heard screams for help and were approached by a male with a devastating injury to his right hand. The male's hand was mangled and split in two down the middle from his wrist to where his fingers used to be as most of his fingers had been amputated by a fireworks blast. The male also had burn marks on the right side of his stomach; and

WHEREAS, officers instructed the male to sit down at which time **Officer Gutierrez** placed a tourniquet on the male's right arm to reduce the massive amount of blood pouring from his injured hand. The male was ultimately transported to Harbor UCLA for further treatment; and

WHEREAS, follow up with Harbor UCLA staff revealed **Officer Gutierrez'** tourniquet application was done correctly and in time to stop the massive amount of blood the male was losing; and

WHEREAS, **Police Officer Carlos Gutierrez** is commended for his bravery and decisive action in effectively applying life-saving medical care during a high-pressure situation, and is certainly deserving of the *Life Saving Award*, and of public praise and recognition;

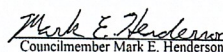
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, that official commendation and appreciation for his exemplary and above-and-beyond Life-Saving service are hereby tendered to

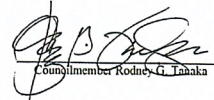
GARDENA POLICE OFFICER CARLOS GUTIERREZ

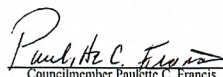
on behalf of this City, its officials, employees, and citizenry; together with congratulations for having been honored with the *Life Saving Award*; and extending sincere wishes for continued good health, happiness, and exceptional success in his chosen career field.

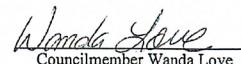
This Resolution of Commendation is passed, approved and adopted at the City of Gardena, California, this fourteenth day of May, 2024.


Mayor Tasha Cerdas


Councilmember Mark E. Henderson


Councilmember Rodney G. Tanaka


Councilmember Paulette C. Francis


Councilmember Wanda Love



PROCLAMATION

WHEREAS, over four million people in the United States, two to four percent of the country's population, as well as millions worldwide, have been diagnosed with fibromyalgia, a disease for which there is no known cure; and

WHEREAS, fibromyalgia is a life-altering, chronic illness condition that causes fatigue, cognitive dysfunction, sleep disturbances, and widespread debilitating pain. It often takes an average of three to five years to receive a diagnosis of fibromyalgia; and

WHEREAS, fibromyalgia is present in children and young adults which poses unique challenges for this population who not only struggle with the symptoms of this illness but also from the lack of social acceptance; and

WHEREAS Increased public awareness and research are the keys to winning the battle against fibromyalgia;

WHEREAS, non-profit charitable organizations and support groups, like The Fibro Warriors, have joined together to support and promote fibromyalgia awareness, including improved education, diagnosis, research, and treatment;

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, hereby declare **May 2024**, to be

FIBROMYALGIA AWARENESS MONTH

in the City of Gardena; and further, urge citizens to advocate and support the search for a cure for fibromyalgia and assist those individuals and families who deal with this complex chronic illness on a daily basis.

Tasha Cerda

MAYOR

Dated: 14th day of May, 2024



PROCLAMATION

Whereas, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Gardena; and

Whereas, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals who are engineers, managers, and employees at all levels of government and the private sector, and who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

Whereas, it is in the public interest for Gardena's citizens and civic leaders to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

Whereas, the year 2024 marks the 64th Annual National Public Works Week sponsored by the American Public Works and Canadian Public Works Associations.

Now, Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim **MAY 19 through May 25, 2024**, to be

NATIONAL PUBLIC WORKS WEEK

in the City of Gardena and call upon all citizens and civic organizations to join in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees to recognize the substantial contributions they make to protect our national health, safety, and quality of life, which so appropriately reflect the 2024 theme:

"Advancing Quality of Life for All"

Tasha Cerda

MAYOR

DATED: 14th day of May, 2024

TO BE PROCLAIMED ONLY

“ASIAN AMERICAN, NATIVE HAWAIIAN, AND PACIFIC ISLANDER HERITAGE MONTH”

May 2024

Americans who trace their ancestry to Asia and the Pacific Islands have contributed much to our City, our State, and our Nation. According to 2023 US Census data, the Asian American, Native Hawaiian, and Pacific Islanders communities comprise over 24% of the City of Gardena’s population.

To honor and celebrate their achievements and contributions that generations of Asian American, Native Hawaiians, and Pacific Islanders have made to American history, society and culture, Congress, by Public Law 102-450, permanently designated the month of May each year as “Asian/Pacific American Heritage Month.”

Their values and commitment to family and community have helped shape and strengthen America; these citizens speak many languages, honor countless traditions, and practice different faiths, but they are bound by a shared commitment to freedom and liberty.

Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim MAY 2024, to be

ASIAN AMERICAN, NATIVE HAWAIIAN, AND PACIFIC ISLANDER HERITAGE MONTH

in the City of Gardena, and call upon all residents to recognize the significant cultural, economic, leadership and empowerment impact of the citizens of Asian American, Native Hawaiian, and Pacific Islander heritage on this nation and state, and the vital role they have played in shaping the cultural diversity of this community.

MINUTES
Regular Meeting Notice of the
Gardena City Council
Tuesday, April 23, 2024

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:09 PM on Tuesday, April 23, 2024, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Mayor Cerda; Mayor Pro Tem Mayor Pro Tem Henderson; Council Member Rodney G. Tanaka; Council Member Paulette C. Francis. Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero.

PUBLIC COMMENT ON CLOSED SESSION

2. CLOSED SESSION

2.A CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Clint Osorio, City Manager

Employee Organizations:

1. Gardena Police Officers Association (GPOA), Robert Rosales Jr., Association President
2. Gardena Management Employees Organization (GMEO), Vicky L. Barker, Attorney
3. Gardena Municipal Employees Association (GMEA), Fred G. Quiel, Attorney
4. Confidential / Unrepresented Employees

2.B CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Gov. Code Section 54956.9(d)(1)

Charmaine L. Green v. City of Gardena, et al.

L.A. Sup. Ct. Case No.: 22STCV18526

2.C CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation, pursuant to Gov. Code Section 54956.9(d)(2)- April 18, 2024, correspondence from attorney Dave Rand on behalf of Cityview regarding project at 12888 Crenshaw Boulevard, Gardena

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

Mayor Cerda reconvened the meeting to the Regular Open Session at 8:09 p.m., and the City Clerk noted the return of all Council Members, who were present at the meeting. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated staff was provided with direction on Items 2.A and 2.C, but no reportable action was taken. With regards to Item 2.B, she reported that Council was advised that both parties recently met in mediation, and a resolution was reached; the City does not admit any liability as a business decision; they did reach a settlement in the amount of \$295,000.

3. PLEDGE OF ALLEGIANCE

Katherine Wilson and Feechukwu Onuegbu, both of 156th Street School led the pledge of allegiance. Katherine is in 4th grade was chosen because she is a scholarly student and a writing contest winner at her school. She excels in all academic areas including Language Arts and Math. Feechukwu is in the 5th grade and was chosen because she is a Spelling Bee champion at her school. As one of the top spellers in the South Bay area and an avid learner, she is an excellent role model for our students and in our community. Both girls introduced their parents.

4. INVOCATION

Reverend Christopher Codrington of Gardena-Torrance Baptist Church, led the Invocation.

5. PRESENTATIONS

5.A Certificate of Commendation in Special Recognition of Retirement and Long-Time Service to the City of Gardena:

- (a) Kimberly Baston, Bus Operator - 31 years (Transportation Department)
- (b) Sebastian Goodlow, Bus Operator - 30 years (Transportation Department)

5.B Boards & Commissions Presentation - Human Services Commission

5.C Gardena Events Video Presentation

6. PROCLAMATIONS

6.A "55th Annual Professional Municipal Clerk's Week" - May 5, 2024 - May 11, 2024
– ***was accepted by City Clerk Mina Semenza***

6.B "Cinco de Mayo Celebration Day" - May 05, 2024 – ***was accepted by the Cinco de Mayo Committee***

6.C "Older Americans Month" - May 2024 – ***was proclaimed only***

7. APPOINTMENTS

8. CONSENT CALENDAR

8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only

CONTACT: CITY CLERK

8.B Approve Minutes:

Regular Meeting of the City Council, April 9, 2024

CONTACT: CITY CLERK

8.C Receive and File of Minutes:

Planning and Environmental Quality Commission, March 19, 2024

Planning and Environmental Quality Commission, April 2, 2024

CONTACT: COMMUNITY DEVELOPMENT

- 8.D Approval of Warrants/Payroll Register, April 23, 2024

CONTACT: ADMINISTRATIVE SERVICES

April 23, 2024: Wire Transfer: 12686-12694; Prepay: 175763-175768; Check Numbers: 175769-175944 for a total Warrants issued in the amount of \$5,440,366.02; Total Payroll Issued for April 19, 2024: \$2,330,900.58

- 8.E Monthly Investment Portfolio, March 2024

CONTACT: ADMINISTRATIVE SERVICES

- 8.F Personnel Report P-2024-7 4-23-24

CONTACT: ADMINISTRATIVE SERVICES

- 8.G SECOND READING AND ADOPTION OF ORDINANCE NO. 1869 , Adding Chapter 2.70 to Title 2 of the Gardena Municipal Code relating to Statements of Economic Interest and Electronic and Paperless Filing of Campaign Disclosure Statements

CONTACT: CITY CLERK

ORDINANCE NO. 1869

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADDING CHAPTER 2.70 TO TITLE 2 OF THE GARDENA MUNICIPAL CODE RELATING TO STATEMENTS OF ECONOMIC INTEREST AND ELECTRONIC AND PAPERLESS FILING OF CAMPAIGN DISCLOSURE STATEMENTS

- 8.H RESOLUTION NO. 6665, Upholding the Community Development Director's Decision to Deny a Home Sharing Rental Application and Denying the Appeal

CONTACT: COMMUNITY DEVELOPMENT

RESOLUTION NO. 6665

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, UPHOLDING THE COMMUNITY DEVELOPMENT DIRECTOR'S DECISION TO DENY A HOME SHARING RENTAL APPLICATION AND DENYING THE APPEAL

- 8.I Approval of Annual/Periodic Event Permit - Carnival, for the 86th Annual Strawberry Park Day Fiesta to be Held May 17th through May 19, 2024, at St. Anthony of Padua Catholic Church (1050 West 163rd Street)

CONTACT: COMMUNITY DEVELOPMENT

It was moved by Council Member Francis, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve the Consent Calendar with the exception of Items 8.H and 8.I:

Ayes: Council Member Francis, Mayor Pro Tem Henderson, Council Members Tanaka and Love, and Mayor Cerda

Noes: None

Absent: None

9. EXCLUDED CONSENT CALENDAR

- 8.H COMMUNITY DEVELOPMENT: RESOLUTION NO. 6665, Upholding the Community Development Director's Decision to Deny a Home Sharing Rental Application and Denying the Appeal – ***Item pulled by Mayor Cerda***

Mayor Cerda stated she pulled this item because not all Council Members were present when we voted on this item; she then asked City Attorney Vasquez to explain in more detail; City Attorney Vasquez stated that she has advised Council Member Love to abstain from voting on this item, since she was not present for the hearing.

It was moved by Council Member Tanaka, seconded by Council Member Francis, and carried by the following roll call vote to Approve Item 8.H:

Ayes: Council Members Tanaka and Francis, Mayor Pro Tem Henderson, and Mayor Cerda

Noes: None

Abstain: Council Member Love

- 8.I COMMUNITY DEVELOPMENT: Approval of Annual/Periodic Event Permit - Carnival, for the 86th Annual Strawberry Park Day Fiesta to be Held May 17th through May 19, 2024, at St. Anthony of Padua Catholic Church (1050 West 163rd Street) – ***Item pulled by Council Member Francis***

Council Member Francis asked if there was a plan for the type of security that will be at the fiesta. City Manager Osorio replied to her question.

It was moved by Council Member Francis, seconded by Council Member Love, and carried by the following roll call vote to Approve Item 8.I:

Ayes: Council Members Francis and Love, Mayor Pro Tem Henderson, Council Member Tanaka, and Mayor Cerda

Noes: None

Absent: None

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A APRIL 16, 2024 MEETING

First Request for Extension of Conditional Use Permit #7-21.

The Planning Commission considered the first request extension of time for Conditional Use Permit #7-21, to permit the operation of a warehouse facility in the General Industrial (M-2) zone.

LOCATION: 1600 and 1606 W. 135th Street

APPLICANT: Jason Hines (DBA Gardena Owner LP)

Commission Action: The Planning Commission approved the first extension of Conditional Use Permit #7-21 approving the permit to expire October 25, 2024, by a vote of 5-0.

There was a public speaker: Salvador George, lead representative of Western States Regional Council of Carpentry, Local 323 and the Carpentry Training Center located in Carson, along with their union members.

City Council Action: Receive and file or Call for Review (By way of two votes from the City Council)

This Item was Received and Filed.

10.B APRIL 16, 2024 MEETING

Resolution No. PC 10-24: Denying the appeal by The Tire House Inc. from the Director's decision to revoke the approval of the Site Plan Review #4- 15 of The Tire House located at 1818 W. Redondo Beach Blvd, and finding that the action is categorically exempt from the provisions of CEQA pursuant to guidelines Section 15321.

Commission Action: The Planning Commission moved that this item be continued and recommended that staff monitor the business for compliance with the conditions of approval for Site Plan Review #4-15, by a vote of 5-0.

City Council Action: No action needed.

This Item Required No Action by the City Council.

11. ORAL COMMUNICATIONS

- 1) Pablo Arakaki, Owner of Lady Bug Restaurant; came out to let Council know about what's been happening around his restaurant since the homeless shelter moved in next door;
- 2) Travis Hernandez, Community Library Manager of the Masao W. Sato Library, came to give updates regarding the Mayme Dear and Masao W. libraries
- 3) Benidel Santos, resident, came to speak about a trash can issue
- 4) Tuck Lye, resident, came to speak about the Monthly Investment Report
- 5) Paul Randall, Director of _Mama Rosa's Food Pantry; came to speak about the food pantry; and
- 6) Janet Klappoth, representative of Mama Rosa's Food Pantry; came to speak about the food pantry.

12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

- 12.A Award Contract with Gruber and Lopez, Inc. for Professional Auditing Services for the Fiscal Years Ending June 30, 2024, 2025, and 2026 in the Amount of \$240,625

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

City Manager then stated that Matt Lenton from Gruber and Lopez was hear to answer any questions.

Mayor Pro Tem Henderson asked if the PUN Group was no longer going to be providing any services for us, and if they tried to compete at all. City Manager Osorio replied to his questions.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Award Contract:

Ayes: Mayor Pro Tem Henderson, Council Members Tanaka, Francis and Love, and Mayor Cerda

Noes: None

Absent: None

13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

- 13.A PUBLIC HEARING: INTRODUCTION OF ORDINANCE NO. 1871: Amending Sections of Chapter 5.52 and Title 18 of the Gardena Municipal Code relating to significant tobacco retailers, cigar lounges, and hookah lounges **Environmental Determination:** The project is exempt pursuant to CEQA Guidelines section 15061(b)(3) as there is no possibility that the activity may have a significant effect on the environment.

ORDINANCE NO. 1871

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING SECTIONS OF CHAPTER 5.52 AND TITLE 18 OF THE GARDENA MUNICIPAL CODE RELATING TO SIGNIFICANT TOBACCO RETAILERS, CIGAR LOUNGES, AND HOOKAH LOUNGES ENVIRONMENTAL DETERMINATION: THE PROJECT IS EXEMPT PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) AS THERE IS NO POSSIBILITY THAT THE ACTIVITY MAY HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

City Manager Osorio presented the Staff Report.

There was a presentation by Community Development Manager, Amanda Acuna.

Mayor Cerda opened the Public Hearing at 9:27p.m. and asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers, and no comments were made by Council.

Mayor Cerda then closed the Public Hearing at 9:28p.m.

Mayor Pro Tem Henderson introduced Ordinance No. 1871.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Introduce Ordinance No. 1871:

Ayes: Mayor Pro Tem Henderson, Council Members Tanaka, Francis and Love, and Mayor Cerda

Noes: None

Absent: None

- 13.B PUBLIC HEARING: INTRODUCTION ORDINANCE NO. 1865: Amending Chapter 18.60 of the Gardena Municipal Code and Sections of 5.08.170, 8.16.030 and 8.16.050 relating to temporary use permits and temporary events permits, and amending Section 5.04.160, 5.04.278, and 5.28.020 of Title 5 **Environmental Determination:** The project is exempt pursuant to CEQA Guidelines sections 15061(b)(3) and 15304, as there is no possibility that the activity may have a significant effect on the environment, and considered minor alterations to a land project.

RESOLUTION NO. 6659: Adopting an application fee for Temporary Use and Temporary Event Permits

Environmental Determination: The project is exempt under Public Resources Code Section 21080(B)(8) and CEQA Guidelines Section 15273.

ORDINANCE NO. 1865

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING CHAPTER 18.60 OF THE GARDENA MUNICIPAL CODE AND SECTIONS OF 5.08.170, 8.16.030 AND 8.16.050 RELATING TO TEMPORARY USE PERMITS AND TEMPORARY EVENTS PERMITS, AND AMENDING SECTION 5.04.160, 5.04.278, AND 5.28.020 OF TITLE 5 ENVIRONMENTAL DETERMINATION: THE PROJECT IS EXEMPT PURSUANT TO CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15304, AS THERE IS NO POSSIBILITY THAT THE ACTIVITY MAY HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT, AND CONSIDERED MINOR ALTERATIONS TO A LAND PROJECT

RESOLUTION NO. 6659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING AN APPLICATION FEE FOR TEMPORARY USE AND TEMPORARY EVENT PERMITS

City Manager Osorio presented the Staff Report.

There was a presentation by Community Development Manager, Amanda Acuna.

Mayor Cerda opened the Public Hearing at 9:40p.m. and asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were two public speakers: Paul Randall and Lisa Wong.

There was a lengthy discussion which included all Members of the Council, Director of Community Development Greg Tsujiuchi, Community Development Manager Acuna, Assistant City Attorney Lisa Kranitz, City Attorney Vasquez, and City Manager Osorio regarding the proposed changes to the Ordinance, and Resolution.

It was stated by staff that the wrong Ordinance was attached to the Agenda Packet; the correct version was being presented tonight.

Mayor Cerda then closed the Public Hearing at 10:30p.m.

It was moved by Council Member Tanaka, and seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Introduce Ordinance No. 1865:

Ayes: Council Member Tanaka, Mayor Pro Tem Henderson, Council Member Love, and Mayor Cerda

Noes: Council Member Francis

Absent: None

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Love and carried by the following roll call vote to Adopt Resolution No. 6659 with the Whereas clauses:

Ayes: Mayor Pro Tem Henderson, Council Member Love, Council Member Tanaka and Mayor Cerda

Noes: Council Member Francis

Absent: None

14. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES – *No Items*

15. DEPARTMENTAL ITEMS – POLICE – *No Items*

16. DEPARTMENTAL ITEMS - PUBLIC WORKS

- 16.A Reject all bids for the Gardena Rowley Park Basketball Rehabilitation Project, JN 530, and re-bid the project with modified requirements and/or scope.

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions.

There was a discussion which included Mayor Pro Tem Henderson, Council Member Francis, and City Manager Osorio regarding scheduling the use of the basketball and pickleball courts at Rowley and Johnson Parks, and who determines the schedule; and if the pickleball courts could be on the tennis courts, rather than on the basketball courts. City Manager Osorio replied to all questions.

It was moved by Mayor Council Member Love, seconded by Council Member Francis and carried by the following roll call vote Reject all bids and rebid:

Ayes: Council Members Love and Francis, Mayor Pro Tem Henderson, Council Member Tanaka and Mayor Cerda

Noes: None

Absent: None

- 16.B PUBLIC HEARING: RESOLUTION NO. 6655: Confirming the Diagram and Assessment contained in the Engineer's Report dated March 11, 2024, for the Gardena Artesia Boulevard Landscape Assessment District and ordering the levy of assessments on the same for Fiscal Year 2024-2025

RESOLUTION NO. 6655

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT CONTAINED IN THE ENGINEER'S REPORT DATED MARCH 11, 2024, FOR THE GARDENA ARTESIA BOULEVARD LANDSCAPE ASSESSMENT DISTRICT AND ORDERING THE LEVY OF ASSESSMENTS ON THE SAME FISCAL YEAR 2024-2025

City Manager Osorio presented the Staff Report.

Mayor Cerda opened the Public Hearing at 10:40p.m. and asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public comments and no comments made by Council.

She then closed the Public Hearing at 10:41p.m.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Resolution No. 6655:

Ayes: Mayor Pro Tem Henderson, Council Members Tanaka, Francis and Love, and Mayor Cerda

Noes: None

Absent: None

- 16.C PUBLIC HEARING: RESOLUTION NO. 6656: Confirming the Diagram and Assessment contained in the Engineer's Report dated March 11, 2024, for the Gardena Consolidated Street Lighting Assessment District and ordering the levy of assessments on the same for Fiscal Year 2024-2025

RESOLUTION NO. 6656

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA CONFIRMING THE DIAGRAM AND ASSESSMENT CONTAINED IN THE ENGINEER'S REPORT DATED MARCH 11, 2024, FOR THE GARDENA CONSOLIDATED STREET LIGHTING ASSESSMENT DISTRICT AND ORDERING THE LEVY OF ASSESSMENTS ON THE SAME FISCAL YEAR 2024-2025

City Manager Osorio presented the Staff Report.

Mayor Cerda opened the Public Hearing at 10:44p.m. and asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public comments.

Council Member Francis asked how the residents were notified of the assessment, and how much is the dollar amount. City Manager Osorio replied.

She then closed the Public Hearing at 10:45p.m.

It was moved by Council Member Tanaka, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Adopt Resolution No. 6655:

Ayes: Council Member Tanaka, Mayor Pro Tem Henderson, Council Members Francis and Love, and Mayor Cerda
Noes: None
Absent: None

17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES – *No Items*

18. DEPARTMENTAL ITEMS – TRANSPORTATION – *No Items*

19. COUNCIL ITEMS – *No Items*

20. COUNCIL DIRECTIVES

Mayor Pro Tem Henderson

Subject: Would like to receive a memorandum regarding the Ordinance the City of Carson just adopted regarding labor standards.

Purpose – For Council to be introduced to labor standards.

Reason – It will determine the best way to protect against wage theft (potential).

Benefit – For Council to gain an understanding of labor standards.

Council Member Francis seconded it.

Mayor Cerda

Subject: Would like to get a letter of support for Assembly Member Al Muratsuchi's AB 2309 that will revise the Gov't Code to allow Cities to prosecute state misdemeanors specifically when a County District Attorney declines to prosecute. This would be agendized for a vote at a future Council Meeting.

Purpose – It will reduce crime.

Reason – It will reduce crime, better quality of life in Gardena.

Benefit – It will help with graffiti, retail thefts, trespassing, disturbing the peace, criminal threats, and loitering to commit prostitution.

Council Member Love seconded it.

21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

22. COUNCIL REMARKS

- 1) **COUNCIL MEMBER LOVE** – Since the last Council Meeting, she caught herself taking a little break and took some of the seniors that volunteer for the city to Indio where she says they had a really good time. After that, she took a trip to Sacramento for four days, where she met with almost all of our elected officials and was able to talk to them and be educated on the assembly members' bill. In meeting with him in his Capitol Hill office, he expressed the value of a support letter supporting his bill because we agree that giving back control over these matters can help mitigate and resolve some of these crime issues that our County DA is not pressing. She said it was a very informative trip put on by the League of Cities, which is a membership organization that has almost all of the cities in the State of California, and it gives them all an opportunity to come together on Capitol Hill to see what's going on and how other cities are dealing with issues in their city, what's working and what's not. When she came back, she attended the Compost Giveaway to grab a bag of dirt and replant her new Meyer miniature lemon tree and then went over to the Willows Wetland to help with the cleanup. She also dropped off some donuts and coffee to the hardworking Public Works guys that were shoveling compost.
- 2) **MAYOR PRO TEM HENDERSON** – Since their last meeting, he participated as a guest speaker for community briefings where they talked about contracting and procurement in the public sector and some of the best practices in engaging public sector contracting. In addition, he also did some business and community visits. He wanted to thank the City Manager and staff for obliging him and his meeting requests for various different items and various directives and initiatives. He attended his ICA board meeting, a government technology AI demo, Supervisor Holly Mitchell's budget priority forum, Council Member Mike Griffin's retirement over in Torrance, our Youth Day in government which he described was an outstanding event and said it was great to hear the great ideas of the young minds. He also attended his MSRC-TAC AQMD meeting and he was also at the bill signing for Assembly Member Mike Gipson at LA Harbor College.
- 3) **COUNCIL MEMBER FRANCIS** – Since their last gathering, she was a guest speaker for Assembly Member Mike Gipson's Autism Awareness Day 5k event. She attended the Beautification Commission meeting, Dr. Martin Luther King Jr. Cultural Committee meeting, Holly Mitchell's budget town hall meeting, Hawthorne Airport noise committee meeting, the greater Los Angeles County of Vector Control district meeting, and our Youth Chess Tournament where former Mayor Don Dear was present. She thanked all the volunteers that came out to the Earth Day event for helping make it very successful. As she always says, there's a lot of crazy things going on, but just know that better days are coming.
- 4) **MAYOR CERDA** – Since the last Council Meeting, she had an opportunity to be one of the speakers for consolidated real estate realtors as they had their realtor week, they invited Mayors from the South Bay cities to talk about all the different housing projects that are being built in their cities and some of the different ways that we're doing different strategic things in our city, different types of developments, she got a chance to share some of the creative things we're doing in our city. They were impressed by our \$71 million dollars in capital improvements and how great our streets were. She was in

Sacramento for the Kiwanis DCON convention, where she got to be a chaperone for our Gardena High School students. She wanted to give her colleague Council Member Tanaka, a special thank you for helping them get the Kiwanis started back again. She briefly attended the meeting put on by PD regarding bill 481 where they learned a little bit about the equipment that was possessed by Gardena PD, how it was used in 2023 and some of the things that they're thinking about for the coming year. She attended her monthly CCGA meeting, monthly Sanitation meeting and along with Mayor Pro Tem Henderson, Torrance City Council Member Mike Griffin's retirement celebration. She also attended the Youth in Government Day and she wanted to thank the staff for doing a great job. Lastly, she wanted to thank all our Administrative Professionals for all the hard work they do.

- 5) **COUNCIL MEMBER TANAKA** - Since their last meeting, he attended their Council of Governments legislative meet and greet and although there were no federal state officials, all their field reps were there. It was mostly regarding grid reliability, EV charging, budget deficit, and some of the crime bills that were out there so they gave a quick overview. He attended the 5th Annual Autism awareness 5k presented by Assembly Member Mike Gipson in Wilmington and called it a really great event. He took Captain Vince Osorio with him to answer questions and give information because he has a son with autism. He apologized for missing the presentation on the police equipment. Mentioned that our Kiwanis Club hosted the divisional district Council meeting, which includes all the South Bay Kiwanis Clubs. He attended Youth in Government Day and said it's always an awesome event and says he's sure some of the kids who attended will become future leaders. He attended the Employee Mixer and commented that it's really nice to see our employees interact with each other and celebrate new employees and the promotions of others. He went on to remark that we, in this city, do not neglect the people that need food and pointed out as the Mayor did that we've had a food pantry for over 30 years. He, as an Elk and Kiwanian, donates thousands of dollars just as one organization to our food pantry to help feed people. He continued saying that if we don't have the food, we give out food vouchers and he just wanted to say that he's been in this city for 70 years and he has a lot of friends that live in the area, and they complained to him every other Saturday about double parking and not being able to get into their driveways or out of their houses. They complained about not being able to attend an event at Rush Gym, and the church down the street didn't have parking when they had an event due to the double parking and it starts at Mama Rosa's, goes around the block, comes back around the block and it makes a full circle and when you start looking at how it affects the residents and the kids, it's just not fair and we did as a city try to help them out so that wasn't supposed to be an issue but it turned out that way and he just wanted to tell everyone that our city does not neglect those that need to be fed.

23. ANNOUNCEMENT(S)

Mayor Cerda Announced:

- 1) Community Yard Sale, New Date, Saturday, April 27, 2024 from 7:00a.m. to 12:30p.m. at Mas Fukai Park;
- 2) Paper Shredding Event, Saturday, April 27, 2024 from 8:00 a.m. to 12:00 p.m. at the City Hall Complex;

- 3) DEA National Rx Takeback day, April 27, 2024 from 10:00 a.m. to 2:00 p.m.; Drop off Location: Gardena Police Department; and
- 4) Cinco De Mayo Parade, May 4, 2024, starts at 10:00 a.m., begins at Gardena Market
- 5) South Bay Youth Fishing Event, Saturday, May 11, 2024 from 8:00a.m. to 12:00p.m. at Alondra Park Lake;
- 6) Sweet Garden Brunch “Paint & Create” on Saturday, May 11, 2024 from 10:00a.m. to 1:00p.m. at the Willows Wetland Preserve;
- 7) Power by Connection Art Walk on Saturday, May 18, 2024 from 11:00a.m. to 2:00p.m. at City Hall Complex and;
- 8) Kids to Park Day, Pop-Ups, Saturday, May 18, 2024 at Bell Park (10:00-11:45a.m.), Thornburg Park (12:00-1:45p.m.) and Sister City Parkette (2:00-3:45p.m.);

Mayor Cerda then asked everyone to join us as we celebrate our City Manager’s and our Transportation Director’s birthdays after the meeting.

24. REMEMBRANCES – None

25. ADJOURNMENT

At 11:12 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, May 14, 2024.

MINA SEMENZA
City Clerk of the City of Gardena and
Ex-officio Clerk of the Council

APPROVED:

Tasha Cerda, Mayor

By:_____
Becky Romero, Deputy City Clerk

MINUTES
Regular PEQC Meeting
Planning and Environmental Quality Commission
Tuesday, April 16, 2024

The Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, April 16, 2024, in the Council Chambers at 1700 W. 162nd Street, Gardena, California.

PARTICIPATE BEFORE THE MEETING by emailing the Planning Commission at planningcommissioner@cityofgardena.org by 5:00 PM on the day of the meeting and write "Public Comment" in the subject line.

1. CALL MEETING TO ORDER

The meeting was called to order at 7:05 PM

2. PLEDGE OF ALLEGIANCE

Commissioner Ronald Wright-Scherr led the Pledge of Allegiance.

3. ROLL CALL

Present: Chair Deryl Henderson; Vice Chair Stephen P. Langley; Commissioner Jules Kanhan; Commissioner Steve Sherman and Commissioner Ronald Wright-Scherr. Employees present: Director of Community Development Greg Tsujiuchi; Community Development Manager Amanda Acuna; Assistant City Attorney Lisa Kranitz; Assistant City Attorney Rosemary Koo and Planning Assistant Kevin La.

4. APPROVAL OF MINUTES

4.A March 19, 2024 MEETING

A motion was made by Commissioner Wright-Scherr and seconded by Chair Henderson to approve the minutes of the meeting on March 19, 2024:

The motion was passed by the following roll call vote:

Ayes: Wright-Scherr, Henderson, Sherman, Kanhan and Langley

Noes: None

4.B April 2, 2024 MEETING

A motion was made by Chair Henderson and seconded by Commissioner Langley to approve the minutes of the meeting on April 2, 2024:

The motion was passed by the following roll call vote:

Ayes: Henderson, Langley, Kanhan, Sherman and Wright-Scherr

Noes: None

5. **ORAL COMMUNICATIONS**

Planning Assistant Kevin La asked if there were any comments from the public and noted for the record that no member of the public wished to speak to the Planning Commission at this time.

6. **OTHER ITEMS**

6.A **FIRST REQUEST FOR EXTENSION**

First request extension of time for Conditional Use Permit #7-21, to permit the operation of a warehouse facility in the General Industrial (M-2) zone.

LOCATION: 1600 and 1606 W. 135th Street

APPLICANT: Jason Hines (DBA Gardena Owner LP)

Planning Assistant, Kevin La presented the Staff Report and stated that on April 25, 2023, the City Council approved this project. The entitlements for this project included Site Plan Review #9-21 and Conditional Use Permit #7-21 which is being reviewed for the first extension and Mitigated Negative Declaration for a 190,860 square foot warehouse building and under the Condition of Approval CUP1, it was conditioned to be utilized within twelve (12) months from the date of approval which is April 25, 2023.

On March 20, 2024, the Planning Division received a request for an extension of time for Conditional Use Permit #7-21.

On April 2, 2024, the Planning Division received a request for an extension of time for Site Plan Review #9-21 which was granted on April 9, 2024, by the Community Development Director Tsujiuchi, to expire on October 25, 2024. Additionally, this project was to approve and demolish all existing buildings, structures, parking lots, and associated improvements to construct a new warehouse building, and Conditional Use Permit #7-21 was to conditionally allow warehouses on the site.

The applicant is requesting a six-month extension from the original Conditional Use Permit approval date, as they have stated that the extension is required to obtain approval of a Remedial Action Plan with the Regional Water Quality Control Board required by the Mitigation Monitoring Reporting Program from the MND.

Chair Henderson asked if anyone asked to speak on this item.

PUBLIC SPEAKER:

- 1) Jason Hines, Applicant, was present and available to answer any questions. He also thanked the Commission for their consideration of the extension.

There were no questions or comments made by the Planning Commission.

MOTION: It was moved by Commissioner Langley and seconded by Vice Chair Wright-Scherr to grant the first six-month extension of time for Conditional Use Permit #7-21 to expire on October 25, 2024:

The motion was passed by the following roll call vote:

Ayes: Langley, Wright-Scherr, Sherman, Kanhan and Henderson

Noes: None

- 6.B **Resolution No. PC 10-24:** Denying the appeal by The Tire House Inc. from the Director's decision to revoke the approval of the Site Plan Review #4-15 of The Tire House located at 1818 W. Redondo Beach Blvd, and finding that the action is categorically exempt from the provisions of CEQA pursuant to guidelines Section 15321.

Community Development Manager Amanda Acuna presented the Staff Report and stated that Resolution No. PC 10-24 is being brought forth for an appeal of the Director's decision to revoke the approval of the Site Plan Review #4-15 of The Tire House located at 1818 W. Redondo Beach Blvd. The item was brought before the Planning Commission on February 20, 2024, at that time the Commission directed staff to draft a Resolution to Deny the appeal request upholding the decision by the Director.

On April 10, 2024, staff received a letter from Eduardo SantaCruz, the architect representing the applicant, regarding the current status of the work being done for the property.

Community Development Director Greg Tsujiuchi provided an update, noting for the record that the applicant has made significant progress in moving forward with making improvements and they have paid and submitted new plans and are currently under plan check review. He visited the site that day and the issue of the outdoor storage of the tires had been mitigated. He did add that they do have a wrought iron fence but there are plans to remove the fence. Staff is requesting to continue the adoption of the Resolution and direct staff to continue monitoring progress made by the applicant.

Chair Henderson asked if anyone asked to speak on this item.

PUBLIC SPEAKER:

- 1) Jonathan Curtis, property owner, thanked everyone for the update and commended staff on all the work they have done. He explained in detail how the new plans have been a great deal of work.
- 2) Der "John" Mu, landlord, started by apologizing that this matter has not been resolved. He asked to be granted extra time to complete the project. He explained in detail the comments made by his architect regarding the new plans, existing business, and requirements.
- 3) Frank Yi, the current business owner, spoke in regard to removing the unpermitted fence and his business operations.

Commissioner Langley asked how much time is needed. Mr. Mu replied and stated that they are currently under plan check and awaiting approval by the city to start the construction.

Community Development Director Tsujiuchi informed everyone that applicants have paid and submitted plans which have a normal 10-day turnaround for the first plan check, and if there are any corrections needed, the architect is given time to make the corrections and he then explained the permit, construction, and inspection process. He recommends that the Commission direct staff to continue monitoring their progress and report back to the Commission, and if the applicants stop progress staff could then at that time bring back the Resolution to the Commission.

Commissioner Langley asked if the suggestion is for a three-month review of progress.

Director Tsujiuchi agreed; staff could provide an update by that time.

Chair Henderson asked if the facility has an alarm and if so, why have the wrought iron fence. Mr. Mu stated that he believes the facility has an alarm and the facility was acquired with the fence in 2013.

Director Tsujiuchi explained that the fence was never permitted – meaning there was no permit on file. He then stated that there is an option to re-install the fence under current setbacks and development standards, however, added that where the fence was currently located would not meet these requirements and would need to be removed.

Vice Chair Wright-Scherr asked if the business is currently intended to be a full-service auto repair business or will it be just for tires. Mr. Mu was not able to confirm but wanted to speak on another matter on behalf of the new business owner Mr. Frank. Mr. MU stated that they will work with the city to take down the fence and Mr. Frank asked him to address the property safety issue.

Mr. Frank explained in detail of situations that are challenging for his business and is concerned about not having enough service space.

Commissioner Kanhan informed Mr. Mu that the City's main concern is safety and understands that there is not enough service space, however, that can affect the safety of the residents. Mr. Mu agreed; he wants to work with the City and the Planning Department for the best possible solution for all the parties involved.

Commissioner Sherman asked if new plans were presented to the City.

Mr. Mu confirmed, yes, new plans were created for the entire site and there has been one revision from the Planning Division which requested a separate landscape architecture drawing and believes that those plans have been submitted to the city for review as well.

Commissioner Wright-Scherr asked for confirmation that the business would be for only tires.

During this time Mr. Mu received confirmation that the business would only service tires and brakes.

Chair Henderson thanked Mr. Mu for the progress in this matter.

There was a discussion between the Commission members regarding the time frame that will be given to show progression. Director Tsujiuchi stated that the staff is proposing to bring back an update on July 16, 2024, approximately three months.

MOTION: It was moved by Commissioner Langley and seconded by Vice Chair Wright-Scherr to Extend Resolution No. PC 10-24 to July 16, 2024 for review:

The motion was passed by the following roll call vote:

Ayes: Langley, Wright-Scherr, Kanhan, Sherman, and Henderson
Noes: None

7. COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

Community Development Director, Greg Tsujiuchi announced upcoming city events.

- 1) Spring Carnival is postponed, please visit our city website for updates.
- 2) Earth Day, April 20, 2024; 8:00 a.m. – 11:00 a.m. at the Gardena Willows.
- 3) Cinco De Mayo, Saturday, May 4th. The parade route starts at New Hampshire and Gardena Blvd ending at MasFukai Park.

8. PLANNING & ENVIRONMENTAL QUALITY COMMISSIONERS' REPORTS

- 1) COMMISSIONER SHERMAN – No items to report.
- 2) VICE CHAIR WRIGHT-SCHERR – He reported and expressed his concerns about the theft in his neighborhood. He stated that there had been vehicles broken into and someone is following Amazon drivers and stealing packages. A package was stolen from him and he has a video of the incident. He asked the staff to whom he could send the video to.

Community Development Manager Acuna replied that staff would get him in contact with Lieutenant Rivera who represented District 3.

- 3) CHAIR HENDERSON – Informed everyone that he was made aware by his neighbors about a barrier that is falling down at the property near the intersection of El Segundo Boulevard and Van Ness Avenue. Assistant City Attorney Kranitz asked staff to show the location of the property on the screen. Chair Henderson asked staff if they could get the property owner to clean up and have them get a more permanent fence. Director Tsujiuchi informed him that he would have Code Enforcement look into it.

He then shared a touching conversation that he had with a dear friend who was in the Vietnam War and how he did not want to visit The Wall That Heals. He soon found out that he had visited the Wall and was very thankful to the City. He also reported that his vehicle had been recently vandalized.

Vice Chair Wright-Scherr added that he also wanted to thank the City for The Wall That Heals because he got the opportunity to see the name of a childhood friend.

- 4) COMMISSIONER KANHAN – Shared that his wife was surprised to find her cousin on The Wall That Heals. He mentioned that the existing structure on Western and Marine had been demolished. Director Tsujiuchi confirmed that the information was correct. Chair Henderson noted that the proposed project for that location was for 7 Leaves Café. Director Tsujichi stated that they are the potential tenants.
- 5) COMMISSIONER LANGLEY – He also thanked the City for bringing back The Wall That Heals. He had the opportunity to see two of his classmates from Gardena High School which brought back a lot of memories. He asked what the status of the project located at Gardena Boulevard close to Normandie, which appears to be waiting for stucco; and the complex on Normandie south of Redondo Beach Boulevard – the front two units seem to be occupied but the back four units appear to be under construction.

Community Development Manager Acuna replied that the project on Gardena Boulevard is for a four-story building; 14 Unit mixed-used buildings – 14 residential dwelling units with ground floor commercial space and came before the Commission back in 2017 – and currently is under construction. The second project, on Normandie north of MasFukai Park, is a 30-unit Townhome development that is under construction. She was able to confirm that the two front units are ready to be finalized and be occupied. However, they are continuing the other phases of the development project and construction. She then stated that staff will provide the Commission with an update on the status of the project on the corner of Normandie Avenue and Marine Avenue.

9. ADJOURNMENT

Chair Henderson adjourned the meeting at 7:43 PM.

Respectfully submitted,

By: 

GREG TSUJIUCHI, SECRETARY
Planning and Environmental Quality Commission

APPROVED: 

DERYL HENDERSON, CHAIR
Planning and Environmental Quality Commission

MEMORANDUM

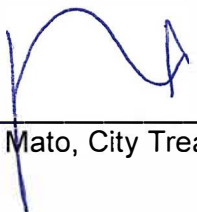
TO: Honorable Mayor and City Council
FROM: City Treasurer's Office
DATE: May 10, 2024
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

May 14, 2024 TOTAL WARRANTS ISSUED: \$1,558,440.90

Wire Transfer:
Prepay: 175945-175947
Check Numbers: 175948-176095
Checks Voided:

Total Pages of Register: 17

May 3, 2024 TOTAL PAYROLL ISSUED: \$1,820,115.38

for 

Guy Mato, City Treasurer

vchlist
05/10/2024 10:56:57AM

Voucher List
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175945	4/25/2024	110620 SHEGERIAN & ASSOCIATES, CLIENT TRUST A	T09-2021		FINAL SETTLEMENT	280,000.00
Total :						280,000.00
175946	5/10/2024	112823 GALLAGHER BASSETT SERVICES, INC	24-01PD		FINAL SETTLEMENT	7,969.77
Total :						7,969.77
175947	5/10/2024	104965 WAWANESA GENERAL INSURANCE CO.	23-24PD		FINAL SETTLEMENT	2,004.39
Total :						2,004.39
175948	5/14/2024	110161 ABRO, JENNIFER	041024		MGMT ANNUAL HEALTH BENEFIT	500.00
Total :						500.00
175949	5/14/2024	111853 ACCESS	10847133		PD SHREDDING SERVICES	100.00
Total :						100.00
175950	5/14/2024	101748 AFTERMARKET PARTS COMPANY LLC, THE	83351084	037-10275	GTRANS AUTO PARTS	664.31
			83351085	037-10275	GTRANS AUTO PARTS	1,328.63
			83351086	037-10275	GTRANS AUTO PARTS	664.31
			83353499	037-10275	GTRANS AUTO PARTS	664.31
			83353500	037-10275	GTRANS AUTO PARTS	76.76
			83354113	037-10275	GTRANS AUTO PARTS	27.70
			83354114	037-10275	GTRANS AUTO PARTS	261.41
			83355994	037-10275	GTRANS AUTO PARTS	101.35
			83355995	037-10275	GTRANS AUTO PARTS	3,422.32
			83356072	037-10275	GTRANS AUTO PARTS	136.06
			83357300	037-10275	GTRANS AUTO PARTS	7.99
			83358294	037-10275	GTRANS AUTO PARTS	103.64
			83358677	037-10275	GTRANS AUTO PARTS	907.69
			83364759	037-10275	GTRANS AUTO PARTS	1,457.01
Total :						9,823.49
175951	5/14/2024	112690 AGROMIN	0341988	024-01055	PW COMPOST PROGRAM	7,798.95
Total :						7,798.95
175952	5/14/2024	111465 ALEXANDER, GINA	62661199		MAINT DEPOSIT REFUND	250.00

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175952	5/14/2024	111465 111465 ALEXANDER, GINA	(Continued)		Total :	250.00
175953	5/14/2024	101882 AMERICAN PUBLIC TRANSPORTATION, ASSO	092745	037-10345	TUITION - R. YOO - EMERGING LEADER	5,000.00
					Total :	5,000.00
175954	5/14/2024	110028 ANSER ADVISORY MANAGEMENT LLC	23803	037-10228	PROJECT MGMT SUPPORT - ELECTRIF	2,100.00
					Total :	2,100.00
175955	5/14/2024	112837 APOCALYPSE LLC, THE	PERMIT #50021-1325		PERMIT DEPOSIT REFUND - 1308 W 13	7,500.00
					Total :	7,500.00
175956	5/14/2024	104687 AT&T	21563564		TELEPHONE	212.24
					Total :	212.24
175957	5/14/2024	100474 AT&T LONG DISTANCE	041224		TELEPHONE	115.20
					Total :	115.20
175958	5/14/2024	100964 AT&T MOBILITY	287275680401X050124 828667974X04162024		PD CELL PHONE ACCT #287275680401 CM CELL PHONE ACCT #828667974	147.82 86.46
					Total :	234.28
175959	5/14/2024	108383 ATKINSON, ANDELSON, LOYA, RUDD & ROMC	708728		PROFESSIONAL SERVICES	497.70
					Total :	497.70
175960	5/14/2024	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	958187		HONEY BEE NEST REMOVAL - 13220 V/	124.00
					Total :	124.00
175961	5/14/2024	102135 BEHREND, KENT	259	023-01474	IT NETWORK SUPPORT - MAY 2024	3,400.00
					Total :	3,400.00
175962	5/14/2024	107747 BENGAR PRODUCTIONS	7391	034-00646	YOUTH IN GOVERNMENT DAY SHIRTS	2,570.00
					Total :	2,570.00
175963	5/14/2024	112521 BICKMORE ACTUARIAL	30527		WC ACTUARIAL REPORT UPDATE	500.00
					Total :	500.00
175964	5/14/2024	102331 BLUE DIAMOND MATERIALS	3559204		STREET MAINT SUPPLIES	193.69
					Total :	193.69

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175965	5/14/2024	109377 BOB BARKER COMPANY, INC.	INV2009807		JAIL PROGRAM SUPPLIES	407.27
					Total :	407.27
175966	5/14/2024	103383 CALPORTLAND	96275417		STREET MAINT SUPPLIES	1,269.74
			96277099		STREET MAINT SUPPLIES	1,292.24
					Total :	2,561.98
175967	5/14/2024	110538 CANNON COMPANY	87961	024-00927	ARTESIA BLVD. STREET IMPROVEMEN	8,991.13
					Total :	8,991.13
175968	5/14/2024	823003 CARL WARREN & COMPANY	MARCH 2024		CLAIMS MANAGEMENT	6,635.05
					Total :	6,635.05
175969	5/14/2024	112073 CAROLLO ENGINEERS, INC	FB49925	024-00828	SEWER MASTER PLAN PROJECT	2,961.00
					Total :	2,961.00
175970	5/14/2024	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	46234		LEGAL SERVICES	7,074.07
					Total :	7,074.07
175971	5/14/2024	111966 CELEDON'S EXERCISE EQUIPMENT, SERVICE	1054		GTRANS FITNESS EQUIPMENT MAINT	350.00
					Total :	350.00
175972	5/14/2024	103489 CF UNITED LLC	030124-033124		PD CAR WASH	176.00
					Total :	176.00
175973	5/14/2024	108378 CHARLES E. THOMAS COMPANY INC.	108797	037-10246	VAPOR RECOVERY TESTING/PV VALVE	975.45
			109573	037-10246	DESIGNATED OPERATOR SERVICES	210.83
					Total :	1,186.28
175974	5/14/2024	104338 CODE PUBLISHING, INC.	GC00125526		MUNICIPAL CODE - ANNUAL WEB UPD/	940.00
					Total :	940.00
175975	5/14/2024	112749 CONVERSE CONSULTANTS	23-42141-02-02	032-00156	PROFESSIONAL SERVICES - ENVIRON	7,958.21
					Total :	7,958.21
175976	5/14/2024	103512 CRENSHAW LUMBER CO.	19019		BLDG MAINT SUPPLIES	226.56
			19650		BLDG MAINT SUPPLIES	237.84

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175976	5/14/2024	103512 103512 CRENSHAW LUMBER CO.	(Continued)		Total :	464.40
175977	5/14/2024	103353 CRM COMPANY, LLC.	LA24593		SCRAP TIRE DISPOSAL FEE	124.50
					Total :	124.50
175978	5/14/2024	110319 CWE DIRECTOR	F24179	024-01034	CALRECYCLE USED OIL & BEVERAGE	4,337.71
					Total :	4,337.71
175979	5/14/2024	104736 D&R OFFICE WORKS, INC.	0131762		FURNITURE STORAGE WAREHOUSE F	350.00
					Total :	350.00
175980	5/14/2024	111938 DANDROY GLASS	21647		WINDOW GLASS REPLACEMENT - PD I	925.00
					Total :	925.00
175981	5/14/2024	112838 DDMONTES CONSTRUCTION, INC	PERMIT #50022-1440		PERMIT DEPOSIT REFUND - 16127 ATK	7,500.00
					Total :	7,500.00
175982	5/14/2024	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL	MARCH 2024	032-00164	ANMONTHLY ANIMAL SERVICES - MAR	3,480.15
					Total :	3,480.15
175983	5/14/2024	104310 DEPARTMENT OF CONSERVATION	JAN-MAR 2024		STRONG MOTION INSTRUMENTATION	3,713.06
					Total :	3,713.06
175984	5/14/2024	303377 DEPARTMENT OF TRANSPORTATION	SL240776		SIGNALS & LIGHTING-ARTESIA BLVD &	406.07
					Total :	406.07
175985	5/14/2024	312117 DEPARTMENT OF WATER & POWER	042324 043024		LIGHT & POWER LIGHT & POWER	104.39 68.51
					Total :	172.90
175986	5/14/2024	110511 DESANTIAGO, RIGOBERTO	042424		EDUCATIONAL REIMBURSEMENT	100.00
					Total :	100.00
175987	5/14/2024	111973 DUDEK	202402496	032-00101	PROFESSIONAL SERVICES - INSITE - 1	9,512.50
					Total :	9,512.50
175988	5/14/2024	109416 E S SPORTS	11905		CUSTOM GRAPHICS FOR UNIT V1	350.20
					Total :	350.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175989	5/14/2024	105418 EMPIRE CLEANING SUPPLY	S6405599		CUSTODIAL SUPPLIES	1,269.30
			S6405603		CUSTODIAL SUPPLIES	265.05
			S6429644		CUSTODIAL SUPPLIES	265.05
Total :						1,799.40
175990	5/14/2024	105650 EWING IRRIGATION PRODUCTS	21969847		PARK MAINT SUPPLIES	906.63
			22015143		PARK MAINT SUPPLIES	221.46
			22016655		PARK MAINT SUPPLIES	70.61
			22041994		PARK MAINT SUPPLIES	45.90
			22052330		PARK MAINT SUPPLIES	340.95
Total :						1,585.55
175991	5/14/2024	106129 FEDEX	8-475-16383		SHIPPING SERVICES	81.87
Total :						81.87
175992	5/14/2024	109315 FLEETCREW, INC.	53986		ADVANCED CLEAN FLEET REPORTING	750.00
Total :						750.00
175993	5/14/2024	106545 FLEETPRIDE, INC	116374717		SEWER PROGRAM SUPPLIES	24.24
			116522143		SEWER PROGRAM SUPPLIES	29.04
Total :						53.28
175994	5/14/2024	107030 GARDENA AUTO PARTS	179383		PW AUTO PARTS	35.19
			179610		PW AUTO PARTS	41.50
Total :						76.69
175995	5/14/2024	107011 GARDENA VALLEY NEWS, INC.	00141264		NOTICE OF PUBLIC HEARING - ORD 18	308.00
Total :						308.00
175996	5/14/2024	619005 GAS COMPANY, THE	041524		CNG FUEL	31.71
			043024		GAS	8,418.64
Total :						8,450.35
175997	5/14/2024	102542 GOLD COAST K9	PD-04		POLICE K9 TRAINING	1,000.00
Total :						1,000.00
175998	5/14/2024	619004 GOLDEN STATE WATER CO.	041624		WATER	11,569.07

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
175998	5/14/2024	619004 619004 GOLDEN STATE WATER CO.	(Continued)			Total : 11,569.07
175999	5/14/2024	107513 GRAINGER	9080791982		GTRANS FACILITY SUPPLIES	81.06
			9080791990		GTRANS FACILITY SUPPLIES	9.03
			9080892517		GTRANS FACILITY SUPPLIES	8.82
			9082192064		GTRANS FACILITY SUPPLIES	197.63
			9085301217		GTRANS FACILITY SUPPLIES	109.72
			9086220572		GTRANS FACILITY SUPPLIES	-109.72
			9086750859		GTRANS FACILITY SUPPLIES	22.84
					Total :	319.38
176000	5/14/2024	108012 H&H AUTO PARTS WHOLESALE	1CR0088907		PW AUTO PARTS	-122.64
			1IN0634238	G	STREET SWEEPER SUPPLIES	497.37
					Total :	374.73
176001	5/14/2024	112076 HERNANDEZ, ROSA	008 05/01/24		INTERN SERVICES - 04/11-05/01/24	1,984.50
					Total :	1,984.50
176002	5/14/2024	111549 HF & H CONSULTANTS, LLC	9721058	024-00970	CONSULTING SERVICES - SOLID WAS1	6,929.50
			9721130	024-00970	CONSULTING SERVICES - SOLID WAS1	8,395.25
					Total :	15,324.75
176003	5/14/2024	108434 HOME DEPOT CREDIT SERVICES	0035080		GTRANS MAINT SUPPLIES	579.55
			0333280		STREET MAINT SUPPLIES	205.52
			1363949		BLDG MAINT SUPPLIES	317.11
			1541034		PARK MAINT SUPPLIES	81.33
			1901143		GTRANS MAINT SUPPLIES	987.67
			2352888		BLDG MAINT SUPPLIES	120.74
			5903299		REC PROGRAM SUPPLIES	152.64
			6332929		BLDG MAINT SUPPLIES	118.75
			7042547		SEWER MAINT SUPPLIES	250.76
			7523005		PARK MAINT SUPPLIES	98.48
			8055145		GTRANS MAINT SUPPLIES	371.81
					Total :	3,284.36
176004	5/14/2024	112843 HUERTAS, LUIS	67193389		FACILITY RENTAL REFUND	200.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176004	5/14/2024	112843 112843 HUERTAS, LUIS	(Continued)		Total :	200.00
176005	5/14/2024	109460 INTERNATIONAL BUSINESS INFO, TECH DBA	002957		FTO SOFTWARE SERVICES	116.67
					Total :	116.67
176006	5/14/2024	110356 JIMNI SYSTEMS, INC.	37171	024-01054	ROWLEY PARK PUMP WELL CLEANING	3,452.94
					Total :	3,452.94
176007	5/14/2024	110853 JONES MAYER	121096	020-00048	ATTORNEY SERVICES	1,449.66
			121899		ATTORNEY SERVICES	12,974.35
			121900		ATTORNEY SERVICES	525.79
			121901		ATTORNEY SERVICES	960.15
			121902		ATTORNEY SERVICES	139.39
			121903		ATTORNEY SERVICES	111.52
			121904		ATTORNEY SERVICES	250.91
			121905		ATTORNEY SERVICES	525.80
			121907		ATTORNEY SERVICES	3,429.03
			121908		ATTORNEY SERVICES	1,812.07
			121909		ATTORNEY SERVICES	45.72
			121910		ATTORNEY SERVICES	9,395.75
			121911		ATTORNEY SERVICES	685.83
			121912		ATTORNEY SERVICES	12,489.38
			121913		ATTORNEY SERVICES	5,705.52
			121914		ATTORNEY SERVICES	10,705.16
			122067		ATTORNEY SERVICES	111.51
			122068		ATTORNEY SERVICES	139.39
					Total :	61,456.93
176008	5/14/2024	211429 KEMP, TAMARA	03/02-04/25/24		DANCE INSTRUCTOR	2,970.00
					Total :	2,970.00
176009	5/14/2024	110385 KIMLEY-HORN AND ASSOCIATES, INC	194091010-0124	032-00102	DEVELOPMENT SERVICES - 16911 S. N	6,077.26
					Total :	6,077.26
176010	5/14/2024	112456 KIRKWOOD, DAVID	042424		EDUCATIONAL REIMBURSEMENT	150.00
					Total :	150.00
176011	5/14/2024	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	24040805953	024-00988	INDUSTRIAL WASTE SERVICES	3,261.80

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176011	5/14/2024	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	(Continued) 24040806279	024-00988	TRAFFIC SIGNAL MAINT - MARCH 2024	3,041.40
					Total :	6,303.20
176012	5/14/2024	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR IN240000585		024-01059	LABOR & EQUIPMENT CHARGES - TS C	2,672.47
					Total :	2,672.47
176013	5/14/2024	312039 L.A. COUNTY FIRE DEPARTMENT	C0012100	023-01468	FIRE PROTECTION SERVICES - JUNE 2	334,991.33
					Total :	334,991.33
176014	5/14/2024	104203 L.A. PAINT & BODY WORKS	27333	037-10342	BUS REPAIR FOR BUS #2011	2,495.18
					Total :	2,495.18
176015	5/14/2024	112614 LAX AUTO REPAIR	19559		2023 FORD INTRCPT #1614738 OIL CH/	70.00
			19562		2023 FORD INTRCPT #1661717 OIL CH/	70.00
			19570		2022 FORD INTRCPT #1630465 OIL CH/	70.00
			19584		2017 FORD INTRCPT #1488142 OIL CH/	70.00
			19604		2020 FORD INTRCPTR #1591740 OIL CH/	70.00
					Total :	350.00
176016	5/14/2024	112260 LIEBERT CASSIDY WHITMORE	264393		LEGAL SERVICES	12,038.76
					Total :	12,038.76
176017	5/14/2024	112260 LIEBERT CASSIDY WHITMORE	264382		LEGAL SERVICES	5,734.06
			264383		LEGAL SERVICES	3,079.50
			264384		LEGAL SERVICES	7,445.50
			264385		LEGAL SERVICES	826.50
			264386		LEGAL SERVICES	5,398.89
			264387		LEGAL SERVICES	7,072.00
			264388		LEGAL SERVICES	1,754.50
					Total :	31,310.95
176018	5/14/2024	109517 LOAD N' GO BUILDING MATERIALS	29455		GRAFFITI ABATEMENT PROGRAM	46.28
			29470		STREET MAINT SUPPLIES	55.10
					Total :	101.38
176019	5/14/2024	105279 LOS ANGELES TRUCK CENTERS LLC	XA220567797		STREET SWEEPER SUPPLIES	26.01
			XA220569368		STREET SWEEPER SUPPLIES	396.89

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176019	5/14/2024	105279 105279 LOS ANGELES TRUCK CENTERS LLC	(Continued)		Total :	422.90
176020	5/14/2024	112615 LU'S LIGHTHOUSE, INC.	01259051	037-10271	GTRANS SHOP SUPPLIES	50.24
			01262298	037-10271	GTRANS SHOP SUPPLIES	18.97
			01263173	037-10271	GTRANS SHOP SUPPLIES	103.37
					Total :	172.58
176021	5/14/2024	111944 LUX AUTO BODY & PAINT	25701		2022 TOY HIGHLANDER #1505054 BOD	1,168.96
					Total :	1,168.96
176022	5/14/2024	112326 LWP CLAIMS SOLUTIONS INC.	22408	023-01488	WORKERS' COMP CLAIMS ADMINISTR/	21,286.66
					Total :	21,286.66
176023	5/14/2024	105082 MAJESTIC LIGHTING, INC.	ML87446		GTRANS MAINT SUPPLIES	344.26
			ML87647		GTRANS MAINT SUPPLIES	179.93
					Total :	524.19
176024	5/14/2024	109203 MAKAI SOLUTIONS	SD1501	037-10259	FACILITIES & EQUIPMENT MAINTENAN	301.21
			SD1502	037-10259	FACILITIES & EQUIPMENT MAINTENAN	1,260.22
			SD1531	037-10259	FACILITIES & EQUIPMENT MAINTENAN	1,155.00
					Total :	2,716.43
176025	5/14/2024	113036 MANERI SIGN CO., INC.	40016142		SIGN - GOODBYE SIGN 5.25X7	54.92
			40016216		SIGNS - NO DUMPING ALLOWED	381.98
			40016235		SIGNS - WELCOME SIGNS	993.32
					Total :	1,430.22
176026	5/14/2024	112695 MANN CONSULTING	24-011	023-01500	RISK MGMT CONSULTANT SERVICES	5,650.00
			24-013	023-01500	CONSULTING SERVICES	5,200.00
					Total :	10,850.00
176027	5/14/2024	813030 MANNING & KASS	803756		LEGAL SERVICES	5,668.45
					Total :	5,668.45
176028	5/14/2024	112524 MDG ASSOCIATES, INC.	18355	032-00150	CDBG ADMINISTRATION - MARCH 2024	9,251.00
			18356	032-00150	CDBG HOUSING REHAB PROGRAM - M	7,677.75
			18357	032-00162	LABOR COMPLIANCE SERVICES - COM	10,000.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176028	5/14/2024	112524 MDG ASSOCIATES, INC.	(Continued)			
					Total :	26,928.75
176029	5/14/2024	109331 MGT OF AMERICA CONSULTING, LLC	57568	023-01510	SB 90 CLAIMS SERVICES	3,425.00
					Total :	3,425.00
176030	5/14/2024	112814 MICHAEL BAKER INTERNATIONAL, INC.	1209892	032-00161	DESIGN SERVICES - GARDENA FACAD	2,808.75
					Total :	2,808.75
176031	5/14/2024	110824 MIXER INK LLC	105631		CODE ENFORCEMENT CRESTS	137.81
					Total :	137.81
176032	5/14/2024	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	728599		PROPANE GAS	234.25
					Total :	234.25
176033	5/14/2024	105622 N/S CORPORATION	0121397	037-10249	GTRANS BUS WASH EQUIPMENT MAIN	586.00
			0121735	037-10249	GTRANS BUS WASH EQUIPMENT MAIN	586.00
					Total :	1,172.00
176034	5/14/2024	114826 NATIONAL STOCK SIGN CO., INC.	120067		SIGN - NO PARKING SIGNS	903.38
					Total :	903.38
176035	5/14/2024	111370 NV5 INC.	382000	024-01024	CONSULTING SERVICES - ARTESIA LAI	5,812.50
					Total :	5,812.50
176036	5/14/2024	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	82909965	023-01486	PRE-EMPLOYMENT, POST ACCIDENT, /	690.00
					Total :	690.00
176037	5/14/2024	115168 OFFICE DEPOT	361855676		PD OFFICE SUPPLIES	224.98
			361867188		PD OFFICE SUPPLIES	2.60
			363398452		PD OFFICE SUPPLIES	8.57
			363426145		PD OFFICE SUPPLIES	18.79
			363426149		PD OFFICE SUPPLIES	193.03
			364106564		PD OFFICE SUPPLIES	289.95
					Total :	737.92
176038	5/14/2024	111358 O'REILLY AUTO PARTS	427105		PW AUTO PARTS	30.45
			429251		PW AUTO PARTS	881.36
			429253		SEWER PROGRAM SUPPLIES	1,322.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176038	5/14/2024	111358 O'REILLY AUTO PARTS	(Continued) 430977 431987 434165		PW AUTO PARTS SEWER PROGRAM SUPPLIES SEWER PROGRAM SUPPLIES Total :	3.56 255.74 152.08 2,645.35
176039	5/14/2024	115810 ORKIN PEST CONTROL	254975800 259229024 259229025		PEST CONTROL - ACCT #27336703 PEST CONTROL - ACCT #27336703 PEST CONTROL - ACCT #27336703 Total :	283.99 313.99 313.99 911.97
176040	5/14/2024	112845 PALICON GROUP	1918		BACKGROUND INVESTIGATION SERVICE Total :	340.00 340.00
176041	5/14/2024	112728 PATRONAS, ELISSEOS	PERMIT #50023-0594		PERMIT DEPOSIT REFUND - 1727 MAR Total :	7,500.00 7,500.00
176042	5/14/2024	112832 PC LAW GROUP	12100		LEGAL SERVICES Total :	3,400.00 3,400.00
176043	5/14/2024	112189 PERFECT SCORE ATHLETIC, TRAINING CENT	04/08-05/01/24		GYMNASTICS INSTRUCTOR SERVICES Total :	11,781.00 11,781.00
176044	5/14/2024	106092 PRUDENTIAL OVERALL SUPPLY	42885565 42887677 42887679 42889615 42889616 42891502 42906660 42925466 42925467 42925468	034-00616 024-01006 034-00617 034-00616 034-00616 024-01006 034-00616 034-00616 034-00616 024-01006 034-00617 034-00616 024-01006 034-00616	UNIFORM & SUPPLY RENTAL CUSTODIAL SUPPLIES UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL CUSTODIAL SUPPLIES UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL	165.60 1,899.11 41.46 165.60 41.46 40.26 159.44 1,065.45 159.44 34.86

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176044	5/14/2024	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42925469	034-00616	SUPPLY RENTAL - MATS - GTRANS SHC	50.10
			42925470	034-00616	SUPPLY RENTAL - MATS - NCC	13.65
			42925471	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42925472	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42925473	034-00616	SUPPLY RENTAL - MATS - HS	11.60
			42927322	034-00617	CUSTODIAL SUPPLIES	1,445.66
			42927324	034-00616	UNIFORM & SUPPLY RENTAL	34.86
			42927325	034-00616	SUPPLY RENTAL - MATS - GTRANS SHC	50.10
			429290058	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42929052	034-00617	CUSTODIAL SUPPLIES	290.72
			42929053	034-00616	UNIFORM & SUPPLY RENTAL	159.44
				024-01006		
			42929054	034-00616	UNIFORM & SUPPLY RENTAL	34.86
			42929055	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42929056	034-00616	SUPPLY RENTAL - MATS - NCC	13.65
			42929057	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42929059	034-00616	SUPPLY RENTAL - MATS - HS	11.60
			42931144	034-00616	UNIFORM & SUPPLY RENTAL	159.44
				024-01006		
Total :						6,319.66
176045	5/14/2024	104868 PYRO-COMM SYSTEMS, INC.	10021582		SERVICE CALL - BLDG C	475.00
			10021818	037-10250	ANNUAL FIRE ALARM TESTING - BLDG	360.00
Total :						835.00
176046	5/14/2024	114143 QUADIENT LEASING USA, INC	Q1297238		POSTAGE MAILING MACHINE LEASE	792.03
Total :						792.03
176047	5/14/2024	102283 QUICK COLOR PRINTING	16150		GTRANS - POSTER BOARD	66.15
Total :						66.15
176048	5/14/2024	111574 RACE COMMUNICATIONS	RC1104225	023-01491	FIBER INTERNET SERVICES - FEBRUA	5,756.12
			RC1130327		FIBER INTERNET SERVICES - MARCH	5,764.62
Total :						11,520.74
176049	5/14/2024	100515 REGISTRAR-RECORDER/COUNTY, CLERK	24-3006		MARCH 5 ELECTION CANDIDATE STATI	5,809.72

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176049	5/14/2024	100515 100515 REGISTRAR-RECORDER/COUNTY, CLER (Continued)			Total :	5,809.72
176050	5/14/2024	111867 RJM DESIGN GROUP	36336	024-00795	DESIGN & ENGINEERING - AQUATIC &	5,362.75
					Total :	5,362.75
176051	5/14/2024	112836 RUSS REDONDO, LTD.	PERMIT #50022-0940		PERMIT DEPOSIT REFUND - 1425 W RE	5,000.00
					Total :	5,000.00
176052	5/14/2024	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC 755			BLDG MAINT SUPPLIES	251.64
					Total :	251.64
176053	5/14/2024	112327 SAMI'S REFEREES LLC	04/01-04/15/24		REFEREE SERVICES	740.00
					Total :	740.00
176054	5/14/2024	119016 SAM'S CLUB	0696		PARK MAINT SUPPLIES	44.69
					Total :	44.69
176055	5/14/2024	112847 SANCHEZ, INGRIT	051824		FACE PAINTING - GARDENA ART WALK	300.00
					Total :	300.00
176056	5/14/2024	107006 SHAMROCK COMPANIES	2760238		PARK MAINT SUPPLIES	28.86
					Total :	28.86
176057	5/14/2024	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8097679	035-01282	2016 FORD INTRCPTR #1488054 OIL CH	365.09
			8097716	035-01282	2015 CHEV TAHOE #7HED092 BRAKE S	684.36
			8097813	035-01282	2018 FORD INTRCPTR #1554676 A/C &	1,342.83
					Total :	2,392.28
176058	5/14/2024	112834 SIERRA, LESLIE	PERMIT #50023-0314		PERMIT DEPOSIT REFUND - 1127 W 16	7,500.00
					Total :	7,500.00
176059	5/14/2024	112841 SILVEIRAS ENGINEERING	PERMIT #17956		PERMIT DEPOSIT REFUND - 1923 W 14	3,000.00
					Total :	3,000.00
176060	5/14/2024	111865 SK ENTERPRISES	1236228		CNG BUSES REGISTRATION SERVICE	595.00
					Total :	595.00
176061	5/14/2024	112510 SO CAL MOBILE MAINTENANCE, INC	21477		CNG TANK INSPECTION SERVICES	300.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176061	5/14/2024	112510 112510 SO CAL MOBILE MAINTENANCE, INC	(Continued)		Total :	300.00
176062	5/14/2024	119447 SOUTH BAY FORD	483128		PW AUTO PARTS	367.23
			485007		STREET SWEEPER PARTS	429.69
			486668		PW AUTO PARTS	100.06
					Total :	896.98
176063	5/14/2024	112633 SOUTH BAY KUSTOMZ, LLC	13243		2020 FORD EXPL #P02 BATTERY REPL	538.50
			13255		2011 FORD CV #V1 BATTERY REPLACE	244.37
					Total :	782.87
176064	5/14/2024	619003 SOUTHERN CALIFORNIA EDISON	050124		LIGHT & POWER	66,586.50
					Total :	66,586.50
176065	5/14/2024	108238 SPARKLETTS	15638236 041924		DRINKING WATER FILTRATION SYSTEM	43.00
					Total :	43.00
176066	5/14/2024	104126 SPECTRUM	0851122041224		CABLE SERVICES - PD	89.09
					Total :	89.09
176067	5/14/2024	112792 SPEEDTECH LIGHTS, INC	382624	032-00160	CODE ENFORCEMENT VEHICLE LIGHT	1,731.21
					Total :	1,731.21
176068	5/14/2024	119594 STANLEY PEST CONTROL	COG 0424		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 0424-1		PEST CONTROL SERVICE - 2320 W 149	117.00
					Total :	771.00
176069	5/14/2024	119550 SWRCB	SW-0289877		ANNUAL PERMIT FEE	1,673.00
					Total :	1,673.00
176070	5/14/2024	112842 TESLA	PERMIT #18026		PERMIT DEPOSIT REFUND - 1425 ARTE	3,000.00
					Total :	3,000.00
176071	5/14/2024	220479 THOMPSON, MARK	041024		MGMT ANNUAL HEALTH BENEFIT	1,000.00
					Total :	1,000.00
176072	5/14/2024	112828 TINOSI, INC.	267		GAS MONITOR TRAINING	1,100.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176072	5/14/2024	112828 112828 TINOSI, INC.	(Continued)		Total :	1,100.00
176073	5/14/2024	105070 T-MOBILE USA, INC.	9564791705		GPS LOCATE	340.00
			9565588827		GPS LOCATE	165.00
					Total :	505.00
176074	5/14/2024	109775 TOMS TRUCK CENTER NORTH COUNTY	1334978	037-10281	GTRANS AUTO PARTS	96.96
					Total :	96.96
176075	5/14/2024	111494 TORRES, ROBERT	GEPCO 2024		GEPCO LOAN	2,000.00
					Total :	2,000.00
176076	5/14/2024	111990 TOWNSEND PUBLIC AFFAIRS, INC	21581	023-01481	CONSULTING SERVICES - MAY 2024	7,000.00
					Total :	7,000.00
176077	5/14/2024	106018 TRANE U.S. INC.	16419385		BUS FACILITY MAINT SUPPLIES	1,179.51
					Total :	1,179.51
176078	5/14/2024	110851 TRAPEZE SOFTWARE GROUP, INC.	TSPAU240057	037-09887	GTRANS SCHEDULING & OPERATIONS	55,187.64
					Total :	55,187.64
176079	5/14/2024	111481 TRIO COMMUNITY MEALS, LLC	INV2230044069	034-00584	SENIOR FEEDING PROGRAM	6,543.13
			INV2230044563	034-00584	SENIOR FEEDING PROGRAM	6,522.74
			INV2230044801	034-00584	SENIOR FEEDING PROGRAM	6,469.70
					Total :	19,535.57
176080	5/14/2024	110695 TRUKSPECT, INC	240434		CLASS B DRIVER TRAINING	1,129.67
					Total :	1,129.67
176081	5/14/2024	112821 TSENG, KEVAN	PERMIT #50022-1248		PERMIT DEPOSIT REFUND - 1936 W 15	7,500.00
					Total :	7,500.00
176082	5/14/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	PD TRAINING 03/22/24		CAL CARD STATEMENT 02/23-03/22/24	4,750.53
			PD TRAINING2 3/22/24		CAL CARD STATEMENT 02/23-03/22/24	2,627.27
			PD TRAINING3 3/22/24		CAL CARD STATEMENT 02/23-03/22/24	1,027.88
			PD TRAINING4 3/22/24		CAL CARD STATEMENT 02/23-03/22/24	2,841.79
					Total :	11,247.47

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176083	5/14/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	OROZCO 04/22/24		CAL CARD STATEMENT 03/23-04/22/24	1,045.19
					Total :	1,045.19
176084	5/14/2024	109220 U.S. BANK EQUIPMENT FINANCE	528022585		RICOH MPC4503 COPIER LEASE - CD	151.70
					Total :	151.70
176085	5/14/2024	102603 UGALDE, JESUS	FALL 2023		EDUCATIONAL REIMBURSEMENT	643.74
					Total :	643.74
176086	5/14/2024	104692 ULINE	175686810 177141497		BUS SHOP SUPPLIES CUSTODIAL SUPPLIES	1,155.97 322.87
					Total :	1,478.84
176087	5/14/2024	121275 UNDERGROUND SERVICE ALERT, OF SC	23-2425408 420240286		NEW TICKETS NEW TICKETS	55.67 125.50
					Total :	181.17
176088	5/14/2024	121407 UPS	649922154 4/13/24		SHIPPING SERVICE CHARGES	3.85
					Total :	3.85
176089	5/14/2024	105254 VISION TIRE	40357 40378 40470		PW VEHICLE TIRE SERVICES STREET SWEEPER TIRE SERVICES STREET SWEEPER TIRE SERVICES	50.00 50.00 25.00
					Total :	125.00
176090	5/14/2024	122435 VISTA PAINT CORPORATION	2024-295667-00 2024-345357-00 2024-389913-00	037-10321	GTRANS FACILITY PAINT GTRANS FACILITY PAINT GTRANS FACILITY PAINT	379.67 3,098.58 386.86
					Total :	3,865.11
176091	5/14/2024	111719 WALLACE & ASSOCIATES, CONSULTING, INC	23365	037-10212	DISPATCH REMODELING PROJECT, JN	4,254.00
					Total :	4,254.00
176092	5/14/2024	108353 WALTERS WHOLESALE ELECTRIC CO	S125230894 S125294804 S125322640		GTRANS MAINT SUPPLIES GTRANS MAINT SUPPLIES BLDG MAINT SUPPLIES	158.76 94.74 1,454.48
					Total :	1,707.98

Bank code : usb

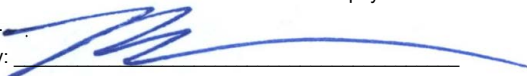
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
176093	5/14/2024	101195 WASTE RESOURCES GARDENA	042424		WASTE COLLECTION	282,492.57
Total :						282,492.57
176094	5/14/2024	125001 YAMADA COMPANY, INC.	84127		PARK MAINT SUPPLIES	164.25
			84133		PARK MAINT SUPPLIES	188.89
			84135		PARK MAINT SUPPLIES	93.57
Total :						446.71
176095	5/14/2024	104315 ZAP MANUFACTURING, INC.	8671		SIGNS/SIGNALS SUPPLIES	1,241.79
Total :						1,241.79
151	Vouchers for bank code :		usb		Bank total :	1,558,440.90
151	Vouchers in this report					Total vouchers : 1,558,440.90

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages ____ to ____ inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages ____ to ____ inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____	<u>05/14/2024</u>
Mayor	Date

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

Acknowledged:

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date



CITY of GARDENA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: PERSONNEL REPORT

1. Request City Council approval to revise the City's Classification and Compensation Plan (*Attachment 1*) to add new Classification Court Liaison (*Job Description attached; Attachment 2*) to Schedule 36 (\$4,064 – \$5,186/month). The position will be located in the Police Department.
2. Report the Promotional Appointment of **DANNY RODRIGUEZ** to the position of Revenue and Purchasing Manager, Schedule 130 (\$9,687 - \$12,364/month) with the Administrative Services Department, effective April 15, 2024.
3. Report the appointment of the following individuals:
 - a. **JERON BLACKMON** to the position of Police Trainee, Schedule 200 (\$6,720/month) with the Police Department, effective April 8, 2024.
 - b. **MICHAEL SUIT** to the position of Right-of-Way Maintenance Worker, Schedule 32 (\$3,682 - \$4,699/month) with the Public Works Department, effective April 22, 2024.
 - c. **CAMILLE DURAN** to the position of Recreation Coordinator, Schedule 42 (\$4,713 - \$6,015/month) with the Recreation Department, effective April 28, 2024.
 - d. **CHARLES GILL** to the position of Police Officer, Schedule 201 (\$7,906 - \$10,090/month) with the Police Department, effective May 5, 2024.
4. Report the Retirement of Bus Operator, **SEBASTIAN GOODLOW**, of the Transportation Department, effective April 22, 2024. Mr. Goodlow provided 30.6 years of full-time service to the City.
5. Report the Administrative Leave of the following individuals:
 - a. Police Officer, **MICHAEL SPINOSA**, of the Police Department, effective April 22, 2024 – April 27, 2024.
 - b. Street Sweeper Operator, **KEVIN DOMINGUEZ**, of the Public Works Department, effective April 22, 2024.
 - c. Custodian II, **HENRY SORTO-MUNOZ**, of the Recreation Department, effective May 3, 2024.
6. Report the Recruitment for the Open/Competitive position of Deputy City Clerk I (Elected and City Manager's Office). This recruitment is scheduled to close May 23, 2024.
7. Report the Recruitment for the Open/Competitive position of On-Demand (Micro/Paratransit) Operator (Transportation Department). This recruitment is open until filled.

8. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.
9. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
10. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.
11. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
12. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.
13. Report the Recruitment for the Open/Competitive position of Transportation Operations Supervisor (Transportation Department). This recruitment is open until filled.
14. Report the Recruitment for the Open/Competitive position of Police Assistant (Police Department). This recruitment is scheduled to close May 22, 2024.
15. Report the Recruitment for the Open/Competitive position of Police Records Technician I (Police Department). This recruitment is scheduled to close May 22, 2024.

CITY OF GARDENA
CLASSIFICATION AND COMPENSATION PLAN
Effective May 14, 2024

Eff May 14, 2024: Add Classification Court Liaison (Schedule 36)

5 Recreation Instructor			
HOURLY RANGE	20.00 - 35.00		
6 Clerical Aide I			
6 Police Aide			
STEP		*4*	*6*
ANNUAL		31,152.00	34,344.00
MONTHLY		2,596.00	2,862.00
BI-WEEKLY		1,198.15	1,320.92
HOURLY		14.9769	16.5115
7 Peer Advocate Counselor II			
7 Storeroom Aide			
STEP			*6*
ANNUAL			33,552.00
MONTHLY			2,796.00
BI-WEEKLY			1,290.46
HOURLY			16.1308
8 Community Aide I			
STEP			*6*
ANNUAL		*5*	34,380.00
MONTHLY		32,748.00	2,865.00
BI-WEEKLY		2,729.00	1,322.31
HOURLY		1,259.54	16.5288
		15.7442	
13			
STEP		*5*	*6*
ANNUAL		33,600.00	35,280.00
MONTHLY		2,800.00	2,940.00
BI-WEEKLY		1,292.31	1,356.92
HOURLY		16.1538	16.9615
14 Pool Cashier			
STEP		*4*	*5*
ANNUAL		32,808.00	34,452.00
MONTHLY		2,734.00	3,015.00
BI-WEEKLY		1,261.85	1,391.54
HOURLY		15.7731	17.3942
		16.5635	
15			
STEP		*4*	*5*
ANNUAL		33,624.00	35,304.00
MONTHLY		2,802.00	3,089.00
BI-WEEKLY		1,293.23	1,425.69
HOURLY		16.1654	17.8212
		16.9731	

	16				
STEP		*3*	*4*	*5*	*6*
ANNUAL		32,832.00	34,476.00	36,204.00	38,016.00
MONTHLY		2,736.00	2,873.00	3,017.00	3,168.00
BI-WEEKLY		1,262.77	1,326.00	1,392.46	1,462.15
HOURLY		15.7846	16.5750	17.4058	18.2769

	17 Clerk Typist				
STEP		*3*	*4*	*5*	*6*
ANNUAL		33,660.00	35,340.00	37,104.00	38,964.00
MONTHLY		2,805.00	2,945.00	3,092.00	3,247.00
BI-WEEKLY		1,294.62	1,359.23	1,427.08	1,498.62
HOURLY		16.1827	16.9904	17.8385	18.7327

	18					
STEP		*2*	*3*	*4*	*5*	*6*
ANNUAL		32,856.00	34,500.00	36,228.00	38,040.00	39,948.00
MONTHLY		2,738.00	2,875.00	3,019.00	3,170.00	3,329.00
BI-WEEKLY		1,263.69	1,326.92	1,393.38	1,463.08	1,536.46
HOURLY		15.7962	16.5865	17.4173	18.2885	19.2058

			19			
STEP		*2*	*3*	*4*	*5*	*6*
ANNUAL		33,672.00	35,352.00	37,116.00	38,976.00	40,920.00
MONTHLY		2,806.00	2,946.00	3,093.00	3,248.00	3,410.00
BI-WEEKLY		1,295.08	1,359.69	1,427.54	1,499.08	1,573.85
HOURLY		16.1885	16.9962	17.8442	18.7385	19.6731

	20					
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	32,868.00	34,512.00	36,240.00	38,052.00	39,960.00	41,964.00
MONTHLY	2,739.00	2,876.00	3,020.00	3,171.00	3,330.00	3,497.00
BI-WEEKLY	1,264.15	1,327.38	1,393.85	1,463.54	1,536.92	1,614.00
HOURLY	15.8019	16.5923	17.4231	18.2942	19.2115	20.1750

21 Police Cadet						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	33,684.00	35,364.00	37,128.00	38,988.00	40,932.00	42,984.00
MONTHLY	2,807.00	2,947.00	3,094.00	3,249.00	3,411.00	3,582.00
BI-WEEKLY	1,295.54	1,360.15	1,428.00	1,499.54	1,574.31	1,653.23
HOURLY	16.1942	17.0019	17.8500	18.7442	19.6788	20.6654

22 FCC Program Assistant I
22 Geriatric Aide
22 Human Services Aide
22 Lifeguard/Instructor
22 Recreation Leader I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	34,524.00	36,252.00	38,064.00	39,972.00	41,976.00	44,076.00
MONTHLY	2,877.00	3,021.00	3,172.00	3,331.00	3,498.00	3,673.00
BI-WEEKLY	1,327.85	1,394.31	1,464.00	1,537.38	1,614.46	1,695.23
HOURLY	16.5981	17.4288	18.3000	19.2173	20.1808	21.1904

23 Community Aide II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	35,388.00	37,152.00	39,012.00	40,968.00	43,020.00	45,168.00
MONTHLY	2,949.00	3,096.00	3,251.00	3,414.00	3,585.00	3,764.00
BI-WEEKLY	1,361.08	1,428.92	1,500.46	1,575.69	1,654.62	1,737.23
HOURLY	17.0135	17.8615	18.7558	19.6962	20.6827	21.7154

24

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	36,276.00	38,088.00	39,996.00	42,000.00	44,100.00	46,308.00
MONTHLY	3,023.00	3,174.00	3,333.00	3,500.00	3,675.00	3,859.00
BI-WEEKLY	1,395.23	1,464.92	1,538.31	1,615.38	1,696.15	1,781.08
HOURLY	17.4404	18.3115	19.2288	20.1923	21.2019	22.2635

25

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	37,188.00	39,048.00	41,004.00	43,056.00	45,204.00	47,460.00
MONTHLY	3,099.00	3,254.00	3,417.00	3,588.00	3,767.00	3,955.00
BI-WEEKLY	1,430.31	1,501.85	1,577.08	1,656.00	1,738.62	1,825.38
HOURLY	17.8788	18.7731	19.7135	20.7000	21.7327	22.8173

26 Pool Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	38,112.00	40,020.00	42,024.00	44,124.00	46,332.00	48,648.00
MONTHLY	3,176.00	3,335.00	3,502.00	3,677.00	3,861.00	4,054.00
BI-WEEKLY	1,465.85	1,539.23	1,616.31	1,697.08	1,782.00	1,871.08
HOURLY	18.3231	19.2404	20.2038	21.2135	22.2750	23.3885

27

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	39,060.00	41,016.00	43,068.00	45,216.00	47,472.00	49,848.00
MONTHLY	3,255.00	3,418.00	3,589.00	3,768.00	3,956.00	4,154.00
BI-WEEKLY	1,502.31	1,577.54	1,656.46	1,739.08	1,825.85	1,917.23
HOURLY	18.7788	19.7192	20.7058	21.7385	22.8231	23.9654

28 Meal Services Coordinator**28 Police Assistant****28 Recreation Leader II**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	40,032.00	42,036.00	44,136.00	46,344.00	48,660.00	51,096.00
MONTHLY	3,336.00	3,503.00	3,678.00	3,862.00	4,055.00	4,258.00
BI-WEEKLY	1,539.69	1,616.77	1,697.54	1,782.46	1,871.54	1,965.23
HOURLY	19.2462	20.2096	21.2192	22.2808	23.3942	24.5654

29 Account Clerk**29 Customer Service Clerk I****29 Printing & Technology Intern****29 Recreation Therapist**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	41,028.00	43,080.00	45,240.00	47,508.00	49,884.00	52,380.00
MONTHLY	3,419.00	3,590.00	3,770.00	3,959.00	4,157.00	4,365.00
BI-WEEKLY	1,578.00	1,656.92	1,740.00	1,827.23	1,918.62	2,014.62
HOURLY	19.7250	20.7115	21.7500	22.8404	23.9827	25.1827

30 Certified Nursing Assistant
30 Custodian I
30 FCC Education Assistant II
30 FCC Program Assistant II
30 Office Specialist

	1	*2*	*3*	*4*	*5*	*6*
ANNUAL	42,048.00	44,148.00	46,356.00	48,672.00	51,108.00	53,664.00
MONTHLY	3,504.00	3,679.00	3,863.00	4,056.00	4,259.00	4,472.00
BI-WEEKLY	1,617.23	1,698.00	1,782.92	1,872.00	1,965.69	2,064.00
HOURLY	20.2154	21.2250	22.2865	23.4000	24.5712	25.8000

31 On-Demand (Micro/Paratransit) Operator
31 Paratransit Driver

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	43,104.00	45,264.00	47,532.00	49,908.00	52,404.00	55,020.00
MONTHLY	3,592.00	3,772.00	3,961.00	4,159.00	4,367.00	4,585.00
BI-WEEKLY	1,657.85	1,740.92	1,828.15	1,919.54	2,015.54	2,116.15
HOURLY	20.7231	21.7615	22.8519	23.9942	25.1942	26.4519

32 Home Improvement Maintenance Helper
32 Right-of-Way Maintenance Worker

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	44,184.00	46,392.00	48,708.00	51,144.00	53,700.00	56,388.00
MONTHLY	3,682.00	3,866.00	4,059.00	4,262.00	4,475.00	4,699.00
BI-WEEKLY	1,699.38	1,784.31	1,873.38	1,967.08	2,065.38	2,168.77
HOURLY	21.2423	22.3038	23.4173	24.5885	25.8173	27.1096

33 Customer Service Clerk II
33 Equipment Utility Worker I
33 Public Safety Officer
33 Relief Bus Operator Trainee

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	45,288.00	47,556.00	49,932.00	52,428.00	55,044.00	57,792.00
MONTHLY	3,774.00	3,963.00	4,161.00	4,369.00	4,587.00	4,816.00
BI-WEEKLY	1,741.85	1,829.08	1,920.46	2,016.46	2,117.08	2,222.77
HOURLY	21.7731	22.8635	24.0058	25.2058	26.4635	27.7846

34 Custodian II
34 Graffiti Technician
34 On-Demand Transit Dispatcher
34 Paratransit Dispatcher
34 Park Maintenance Worker I

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	46,416.00	48,732.00	51,168.00	53,724.00	56,412.00	59,232.00
MONTHLY	3,868.00	4,061.00	4,264.00	4,477.00	4,701.00	4,936.00
BI-WEEKLY	1,785.23	1,874.31	1,968.00	2,066.31	2,169.69	2,278.15
HOURLY	22.3154	23.4288	24.6000	25.8288	27.1212	28.4769

**35 Community Aide III
35 Help Desk Technician
35 Street Maintenance Worker**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	47,580.00	49,956.00	52,452.00	55,080.00	57,840.00	60,732.00
MONTHLY	3,965.00	4,163.00	4,371.00	4,590.00	4,820.00	5,061.00
BI-WEEKLY	1,830.00	1,921.38	2,017.38	2,118.46	2,224.62	2,335.85
HOURLY	22.8750	24.0173	25.2173	26.4808	27.8077	29.1981

**36 Court Liaison
36 Intermediate Clerk Typist**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	48,768.00	51,204.00	53,760.00	56,448.00	59,268.00	62,232.00
MONTHLY	4,064.00	4,267.00	4,480.00	4,704.00	4,939.00	5,186.00
BI-WEEKLY	1,875.69	1,969.38	2,067.69	2,171.08	2,279.54	2,393.54
HOURLY	23.4462	24.6173	25.8462	27.1385	28.4942	29.9192

**37 Nutrition Services Coordinator
37 Relief Bus Operator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	49,992.00	52,488.00	55,116.00	57,876.00	60,768.00	63,804.00
MONTHLY	4,166.00	4,374.00	4,593.00	4,823.00	5,064.00	5,317.00
BI-WEEKLY	1,922.77	2,018.77	2,119.85	2,226.00	2,337.23	2,454.00
HOURLY	24.0346	25.2346	26.4981	27.8250	29.2154	30.6750

**38 Activity Coordinator
38 Equipment Utility Worker II
38 Homeless Coordinator
38 Police Records Technician I
38 Police Service Technician
38 Purchasing Clerk
38 Senior Account Clerk
38 Senior Clerk Typist**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	51,240.00	53,808.00	56,496.00	59,316.00	62,280.00	65,400.00
MONTHLY	4,270.00	4,484.00	4,708.00	4,943.00	5,190.00	5,450.00
BI-WEEKLY	1,970.77	2,069.54	2,172.92	2,281.38	2,395.38	2,515.38
HOURLY	24.6346	25.8692	27.1615	28.5173	29.9423	31.4423

**39 Apprentice Mechanic
39 Home Improvement Lead Person
39 Park Maintenance Worker II
39 Records Management Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	52,524.00	55,152.00	57,912.00	60,804.00	63,840.00	67,032.00
MONTHLY	4,377.00	4,596.00	4,826.00	5,067.00	5,320.00	5,586.00
BI-WEEKLY	2,020.15	2,121.23	2,227.38	2,338.62	2,455.38	2,578.15
HOURLY	25.2519	26.5154	27.8423	29.2327	30.6923	32.2269

40 Engineering Aide
40 FCC Education Assistant III
40 FCC Program Assistant III
40 Public Works Coordinator
40 Sr. Transit Utility Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	53,832.00	56,520.00	59,352.00	62,316.00	65,436.00	68,712.00
MONTHLY	4,486.00	4,710.00	4,946.00	5,193.00	5,453.00	5,726.00
BI-WEEKLY	2,070.46	2,173.85	2,282.77	2,396.77	2,516.77	2,642.77
HOURLY	25.8808	27.1731	28.5346	29.9596	31.4596	33.0346

41 Deputy City Clerk I
41 Permit/Licensing Technician I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	55,176.00	57,936.00	60,828.00	63,864.00	67,056.00	70,404.00
MONTHLY	4,598.00	4,828.00	5,069.00	5,322.00	5,588.00	5,867.00
BI-WEEKLY	2,122.15	2,228.31	2,339.54	2,456.31	2,579.08	2,707.85
HOURLY	26.5269	27.8538	29.2442	30.7038	32.2385	33.8481

42 Community Center Coordinator
42 Community Services Officer
42 Human Services Coordinator
42 Police Records Technician II
42 Police Service Officer
42 Recreation Coordinator
42 Secretary
42 Tree Trimmer I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	56,556.00	59,388.00	62,352.00	65,472.00	68,748.00	72,180.00
MONTHLY	4,713.00	4,949.00	5,196.00	5,456.00	5,729.00	6,015.00
BI-WEEKLY	2,175.23	2,284.15	2,398.15	2,518.15	2,644.15	2,776.15
HOURLY	27.1904	28.5519	29.9769	31.4769	33.0519	34.7019

43 Administrative Aide
43 Building Maintenance Worker
43 Cement Finisher
43 Human Resources / Department Coordinator
43 Payroll / Personnel Technician
43 Senior Citizens Social Services Coordinator
43 Transit Maintenance Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,972.00	60,876.00	63,924.00	67,116.00	70,476.00	74,004.00
MONTHLY	4,831.00	5,073.00	5,327.00	5,593.00	5,873.00	6,167.00
BI-WEEKLY	2,229.69	2,341.38	2,458.62	2,581.38	2,710.62	2,846.31
HOURLY	27.8712	29.2673	30.7327	32.2673	33.8827	35.5788

44 Administrative Secretary
44 Building Aide
44 Building/Planning Technician
44 Permit/Licensing Technician II
44 Sewer Maintenance Worker
44 Tree Trimmer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	59,424.00	62,400.00	65,520.00	68,796.00	72,240.00	75,852.00
MONTHLY	4,952.00	5,200.00	5,460.00	5,733.00	6,020.00	6,321.00
BI-WEEKLY	2,285.54	2,400.00	2,520.00	2,646.00	2,778.46	2,917.38
HOURLY	28.5692	30.0000	31.5000	33.0750	34.7308	36.4673

45 Street Sweeper Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,912.00	63,960.00	67,164.00	70,524.00	74,052.00	77,760.00
MONTHLY	5,076.00	5,330.00	5,597.00	5,877.00	6,171.00	6,480.00
BI-WEEKLY	2,342.77	2,460.00	2,583.23	2,712.46	2,848.15	2,990.77
HOURLY	29.2846	30.7500	32.2904	33.9058	35.6019	37.3846

46 Heavy Equipment Operator

46 Street Traffic Painter

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	62,436.00	65,556.00	68,832.00	72,276.00	75,888.00	79,680.00
MONTHLY	5,203.00	5,463.00	5,736.00	6,023.00	6,324.00	6,640.00
BI-WEEKLY	2,401.38	2,521.38	2,647.38	2,779.85	2,918.77	3,064.62
HOURLY	30.0173	31.5173	33.0923	34.7481	36.4846	38.3077

47 Equipment Mechanic

47 Graphics Technician

47 Maintenance Painter

47 Senior Building Maintenance Worker

47 Transit Mechanic

47 Transit Parts/Storeroom Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,996.00	67,200.00	70,560.00	74,088.00	77,796.00	81,684.00
MONTHLY	5,333.00	5,600.00	5,880.00	6,174.00	6,483.00	6,807.00
BI-WEEKLY	2,461.38	2,584.62	2,713.85	2,849.54	2,992.15	3,141.69
HOURLY	30.7673	32.3077	33.9231	35.6192	37.4019	39.2712

48 Custodian-Lead

48 Financial Services Technician

48 Human Resources Technician

48 Junior Accountant

48 Property and Evidence Technician

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	65,592.00	68,868.00	72,312.00	75,924.00	79,716.00	83,700.00
MONTHLY	5,466.00	5,739.00	6,026.00	6,327.00	6,643.00	6,975.00
BI-WEEKLY	2,522.77	2,648.77	2,781.23	2,920.15	3,066.00	3,219.23
HOURLY	31.5346	33.1096	34.7654	36.5019	38.3250	40.2404

49 Administrative Analyst I
49 Community Services Counselor
49 Program Coordinator
49 Recreation Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,236.00	70,596.00	74,124.00	77,832.00	81,720.00	85,812.00
MONTHLY	5,603.00	5,883.00	6,177.00	6,486.00	6,810.00	7,151.00
BI-WEEKLY	2,586.00	2,715.23	2,850.92	2,993.54	3,143.08	3,300.46
HOURLY	32.3250	33.9404	35.6365	37.4192	39.2885	41.2558

50 Case Management Supervisor/Instructor
50 Transit Dispatcher/Operations Assistant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	68,916.00	72,360.00	75,984.00	79,788.00	83,772.00	87,960.00
MONTHLY	5,743.00	6,030.00	6,332.00	6,649.00	6,981.00	7,330.00
BI-WEEKLY	2,650.62	2,783.08	2,922.46	3,068.77	3,222.00	3,383.08
HOURLY	33.1327	34.7885	36.5308	38.3596	40.2750	42.2885

51 Electrical/Signal Technician I
51 Emergency Preparedness Coordinator
51 Engineering Technician
51 Executive Assistant to Chief of Police
51 General Building Inspector
51 Information Technology Coordinator
51 Lead Equipment Mechanic
51 Lead Mechanic
51 Planning Assistant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	70,644.00	74,172.00	77,880.00	81,780.00	85,872.00	90,168.00
MONTHLY	5,887.00	6,181.00	6,490.00	6,815.00	7,156.00	7,514.00
BI-WEEKLY	2,717.08	2,852.77	2,995.38	3,145.38	3,302.77	3,468.00
HOURLY	33.9635	35.6596	37.4423	39.3173	41.2846	43.3500

52 Payroll Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	72,408.00	76,032.00	79,836.00	83,832.00	88,020.00	92,424.00
MONTHLY	6,034.00	6,336.00	6,653.00	6,986.00	7,335.00	7,702.00
BI-WEEKLY	2,784.92	2,924.31	3,070.62	3,224.31	3,385.38	3,554.77
HOURLY	34.8115	36.5538	38.3827	40.3038	42.3173	44.4346

53 Code Enforcement Officer
53 FCC Education Coordinator
53 Park Maintenance Lead
53 Public Works Inspector
53 Public Works Lead

53 Transit Operations Training Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,220.00	77,928.00	81,828.00	85,920.00	90,216.00	94,728.00
MONTHLY	6,185.00	6,494.00	6,819.00	7,160.00	7,518.00	7,894.00
BI-WEEKLY	2,854.62	2,997.23	3,147.23	3,304.62	3,469.85	3,643.38
HOURLY	35.6827	37.4654	39.3404	41.3077	43.3731	45.5423

54 Administrative Analyst II
54 Building Maintenance Lead
54 Forensic Technician
54 Transit Marketing Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,080.00	79,884.00	83,880.00	88,080.00	92,484.00	97,104.00
MONTHLY	6,340.00	6,657.00	6,990.00	7,340.00	7,707.00	8,092.00
BI-WEEKLY	2,926.15	3,072.46	3,226.15	3,387.69	3,557.08	3,734.77
HOURLY	36.5769	38.4058	40.3269	42.3462	44.4635	46.6846

55 Electrical/Signal Technician II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	77,988.00	81,888.00	85,980.00	90,276.00	94,788.00	99,528.00
MONTHLY	6,499.00	6,824.00	7,165.00	7,523.00	7,899.00	8,294.00
BI-WEEKLY	2,999.54	3,149.54	3,306.92	3,472.15	3,645.69	3,828.00
HOURLY	37.4942	39.3692	41.3365	43.4019	45.5712	47.8500

56 Administrative Coordinator

56 Assistant Engineer

56 FCC Program Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	79,932.00	83,928.00	88,128.00	92,532.00	97,164.00	102,024.00
MONTHLY	6,661.00	6,994.00	7,344.00	7,711.00	8,097.00	8,502.00
BI-WEEKLY	3,074.31	3,228.00	3,389.54	3,558.92	3,737.08	3,924.00
HOURLY	38.4288	40.3500	42.3692	44.4865	46.7135	49.0500

57 Communications Liaison Officer

57 Senior Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	81,936.00	86,028.00	90,324.00	94,836.00	99,576.00	104,556.00
MONTHLY	6,828.00	7,169.00	7,527.00	7,903.00	8,298.00	8,713.00
BI-WEEKLY	3,151.38	3,308.77	3,474.00	3,647.54	3,829.85	4,021.38
HOURLY	39.3923	41.3596	43.4250	45.5942	47.8731	50.2673

58 Associate Planner

58 Code Enforcement Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,988.00	88,188.00	92,592.00	97,224.00	102,084.00	107,184.00
MONTHLY	6,999.00	7,349.00	7,716.00	8,102.00	8,507.00	8,932.00
BI-WEEKLY	3,230.31	3,391.85	3,561.23	3,739.38	3,926.31	4,122.46
HOURLY	40.3788	42.3981	44.5154	46.7423	49.0788	51.5308

59 Administrative Support Services Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	86,088.00	90,396.00	94,920.00	99,672.00	104,652.00	109,884.00
MONTHLY	7,174.00	7,533.00	7,910.00	8,306.00	8,721.00	9,157.00
BI-WEEKLY	3,311.08	3,476.77	3,650.77	3,833.54	4,025.08	4,226.31
HOURLY	41.3885	43.4596	45.6346	47.9192	50.3135	52.8288

60

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	88,236.00	92,652.00	97,284.00	102,144.00	107,256.00	112,620.00
MONTHLY	7,353.00	7,721.00	8,107.00	8,512.00	8,938.00	9,385.00
BI-WEEKLY	3,393.69	3,563.54	3,741.69	3,928.62	4,125.23	4,331.54
HOURLY	42.4212	44.5442	46.7712	49.1077	51.5654	54.1442

61 Administrative Analyst III**61 Associate Engineer****61 Information Technology Systems Analyst - Transit****61 Transit Planning and Scheduling Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	90,444.00	94,968.00	99,720.00	104,712.00	109,944.00	115,440.00
MONTHLY	7,537.00	7,914.00	8,310.00	8,726.00	9,162.00	9,620.00
BI-WEEKLY	3,478.62	3,652.62	3,835.38	4,027.38	4,228.62	4,440.00
HOURLY	43.4827	45.6577	47.9423	50.3423	52.8577	55.5000

62 Information Technology Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	92,700.00	97,332.00	102,204.00	107,316.00	112,680.00	118,320.00
MONTHLY	7,725.00	8,111.00	8,517.00	8,943.00	9,390.00	9,860.00
BI-WEEKLY	3,565.38	3,743.54	3,930.92	4,127.54	4,333.85	4,550.77
HOURLY	44.5673	46.7942	49.1365	51.5942	54.1731	56.8846

63

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	95,016.00	99,768.00	104,760.00	110,004.00	115,500.00	121,272.00
MONTHLY	7,918.00	8,314.00	8,730.00	9,167.00	9,625.00	10,106.00
BI-WEEKLY	3,654.46	3,837.23	4,029.23	4,230.92	4,442.31	4,664.31
HOURLY	45.6808	47.9654	50.3654	52.8865	55.5288	58.3038

64

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	97,392.00	102,264.00	107,376.00	112,740.00	118,380.00	124,296.00
MONTHLY	8,116.00	8,522.00	8,948.00	9,395.00	9,865.00	10,358.00
BI-WEEKLY	3,745.85	3,933.23	4,129.85	4,336.15	4,553.08	4,780.62
HOURLY	46.8231	49.1654	51.6231	54.2019	56.9135	59.7577

65

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	99,828.00	104,820.00	110,064.00	115,572.00	121,356.00	127,428.00
MONTHLY	8,319.00	8,735.00	9,172.00	9,631.00	10,113.00	10,619.00
BI-WEEKLY	3,839.54	4,031.54	4,233.23	4,445.08	4,667.54	4,901.08
HOURLY	47.9942	50.3942	52.9154	55.5635	58.3442	61.2635

66 Civil Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	102,324.00	107,436.00	112,812.00	118,452.00	124,380.00	130,596.00
MONTHLY	8,527.00	8,953.00	9,401.00	9,871.00	10,365.00	10,883.00
BI-WEEKLY	3,935.54	4,132.15	4,338.92	4,555.85	4,783.85	5,022.92
HOURLY	49.1942	51.6519	54.2365	56.9481	59.7981	62.7865

67

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	104,880.00	110,124.00	115,632.00	121,416.00	127,488.00	133,860.00
MONTHLY	8,740.00	9,177.00	9,636.00	10,118.00	10,624.00	11,155.00
BI-WEEKLY	4,033.85	4,235.54	4,447.38	4,669.85	4,903.38	5,148.46
HOURLY	50.4231	52.9442	55.5923	58.3731	61.2923	64.3558

90 Bus Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,144.00	60,000.00	63,000.00	66,156.00	69,468.00	72,936.00
MONTHLY	4,762.00	5,000.00	5,250.00	5,513.00	5,789.00	6,078.00
BI-WEEKLY	2,197.85	2307.69	2423.08	2,544.46	2,671.85	2,805.23
HOURLY	27.4731	28.8462	30.2885	31.8058	33.3981	35.0654
Specialty - 5%	238.10	250.00	262.50	275.65	289.45	303.90

104

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	61,152.00	64,212.00	67,428.00	70,800.00	74,340.00	78,060.00
MONTHLY	5,096.00	5,351.00	5,619.00	5,900.00	6,195.00	6,505.00
BI-WEEKLY	2,352.00	2,469.69	2,593.38	2,723.08	2,859.23	3,002.31
HOURLY	29.4000	30.8712	32.4173	34.0385	35.7404	37.5288
Lgy Bonus 20	127.40	133.78	140.48	147.50	154.88	162.63
Lgy Bonus 25	254.80	267.55	280.95	295.00	309.75	325.25
Lgy Bonus 30	382.20	401.33	421.43	442.50	464.63	487.88

105

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	62,676.00	65,808.00	69,096.00	72,552.00	76,176.00	79,980.00
MONTHLY	5,223.00	5,484.00	5,758.00	6,046.00	6,348.00	6,665.00
BI-WEEKLY	2,410.62	2531.08	2657.54	2790.46	2929.85	3076.15
HOURLY	30.1327	31.6385	33.2192	34.8808	36.6231	38.4519
Lgy Bonus 20	130.58	137.10	143.95	151.15	158.70	166.63
Lgy Bonus 25	261.15	274.20	287.90	302.30	317.40	333.25
Lgy Bonus 30	391.73	411.30	431.85	453.45	476.10	499.88

106

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	64,248.00	67,464.00	70,836.00	74,376.00	78,096.00	81,996.00
MONTHLY	5,354.00	5,622.00	5,903.00	6,198.00	6,508.00	6,833.00
BI-WEEKLY	2,471.08	2,594.77	2,724.46	2,860.62	3,003.69	3,153.69
HOURLY	30.8885	32.4346	34.0558	35.7577	37.5462	39.4212
Lgy Bonus 20	133.85	140.55	147.58	154.95	162.70	170.83
Lgy Bonus 25	267.70	281.10	295.15	309.90	325.40	341.65
Lgy Bonus 30	401.55	421.65	442.73	464.85	488.10	512.48

107

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	65,856.00	69,144.00	72,600.00	76,236.00	80,052.00	84,060.00
MONTHLY	5,488.00	5,762.00	6,050.00	6,353.00	6,671.00	7,005.00
BI-WEEKLY	2,532.92	2,659.38	2,792.31	2,932.15	3,078.92	3,233.08
HOURLY	31.6615	33.2423	34.9038	36.6519	38.4865	40.4135
Lgy Bonus 20	137.20	144.05	151.25	158.83	166.78	175.13
Lgy Bonus 25	274.40	288.10	302.50	317.65	333.55	350.25
Lgy Bonus 30	411.60	432.15	453.75	476.48	500.33	525.38

108 Economic Development Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,500.00	70,872.00	74,412.00	78,132.00	82,044.00	86,148.00
MONTHLY	5,625.00	5,906.00	6,201.00	6,511.00	6,837.00	7,179.00
BI-WEEKLY	2,596.15	2,725.85	2,862.00	3,005.08	3,155.54	3,313.38
HOURLY	32.4519	34.0731	35.7750	37.5635	39.4442	41.4173
Lgy Bonus 20	140.63	147.65	155.03	162.78	170.93	179.48
Lgy Bonus 25	281.25	295.30	310.05	325.55	341.85	358.95
Lgy Bonus 30	421.88	442.95	465.08	488.33	512.78	538.43

109

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	69,192.00	72,648.00	76,284.00	80,100.00	84,108.00	88,308.00
MONTHLY	5,766.00	6,054.00	6,357.00	6,675.00	7,009.00	7,359.00
BI-WEEKLY	2,661.23	2,794.15	2,934.00	3,080.77	3,234.92	3,396.46
HOURLY	33.2654	34.9269	36.6750	38.5096	40.4365	42.4558
Lgy Bonus 20	144.15	151.35	158.93	166.88	175.23	183.98
Lgy Bonus 25	288.30	302.70	317.85	333.75	350.45	367.95
Lgy Bonus 30	432.45	454.05	476.78	500.63	525.68	551.93

110

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	70,920.00	74,472.00	78,192.00	82,104.00	86,208.00	90,516.00
MONTHLY	5,910.00	6,206.00	6,516.00	6,842.00	7,184.00	7,543.00
BI-WEEKLY	2,727.69	2,864.31	3,007.38	3,157.85	3,315.69	3,481.38
HOURLY	34.0962	35.8038	37.5923	39.4731	41.4462	43.5173
Lgy Bonus 20	147.75	155.15	162.90	171.05	179.60	188.58
Lgy Bonus 25	295.50	310.30	325.80	342.10	359.20	377.15
Lgy Bonus 30	443.25	465.45	488.70	513.15	538.80	565.73

111

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	72,696.00	76,332.00	80,148.00	84,156.00	88,368.00	92,784.00
MONTHLY	6,058.00	6,361.00	6,679.00	7,013.00	7,364.00	7,732.00
BI-WEEKLY	2,796.00	2,935.85	3,082.62	3,236.77	3,398.77	3,568.62
HOURLY	34.9500	36.6981	38.5327	40.4596	42.4846	44.6077
Lgy Bonus 20	151.45	159.03	166.98	175.33	184.10	193.30
Lgy Bonus 25	302.90	318.05	333.95	350.65	368.20	386.60
Lgy Bonus 30	454.35	477.08	500.93	525.98	552.30	579.90

112

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,532.00	78,264.00	82,176.00	86,280.00	90,600.00	95,136.00
MONTHLY	6,211.00	6,522.00	6,848.00	7,190.00	7,550.00	7,928.00
BI-WEEKLY	2,866.62	3,010.15	3,160.62	3,318.46	3,484.62	3,659.08
HOURLY	35.8327	37.6269	39.5077	41.4808	43.5577	45.7385
Lgy Bonus 20	155.28	163.05	171.20	179.75	188.75	198.20
Lgy Bonus 25	310.55	326.10	342.40	359.50	377.50	396.40
Lgy Bonus 30	465.83	489.15	513.60	539.25	566.25	594.60

113

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,392.00	80,208.00	84,216.00	88,428.00	92,844.00	97,488.00
MONTHLY	6,366.00	6,684.00	7,018.00	7,369.00	7,737.00	8,124.00
BI-WEEKLY	2,938.15	3,084.92	3,239.08	3,401.08	3,570.92	3,749.54
HOURLY	36.7269	38.5615	40.4885	42.5135	44.6365	46.8692
Lgy Bonus 20	159.15	167.10	175.45	184.23	193.43	203.10
Lgy Bonus 25	318.30	334.20	350.90	368.45	386.85	406.20
Lgy Bonus 30	477.45	501.30	526.35	552.68	580.28	609.30

114

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	78,300.00	82,212.00	86,328.00	90,648.00	95,184.00	99,948.00
MONTHLY	6,525.00	6,851.00	7,194.00	7,554.00	7,932.00	8,329.00
BI-WEEKLY	3,011.54	3,162.00	3,320.31	3,486.46	3,660.92	3,844.15
HOURLY	37.6442	39.5250	41.5038	43.5808	45.7615	48.0519
Lgy Bonus 20	163.13	171.28	179.85	188.85	198.30	208.23
Lgy Bonus 25	326.25	342.55	359.70	377.70	396.60	416.45
Lgy Bonus 30	489.38	513.83	539.55	566.55	594.90	624.68

115 Deputy City Clerk/Records Management Officer**115 Deputy City Treasurer****115 Human Resources Analyst****115 Risk Management Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	80,256.00	84,264.00	88,476.00	92,904.00	97,548.00	102,420.00
MONTHLY	6,688.00	7,022.00	7,373.00	7,742.00	8,129.00	8,535.00
BI-WEEKLY	3,086.77	3,240.92	3,402.92	3,573.23	3,751.85	3,939.23
HOURLY	38.5846	40.5115	42.5365	44.6654	46.8981	49.2404
Lgy Bonus 20	167.20	175.55	184.33	193.55	203.23	213.38
Lgy Bonus 25	334.40	351.10	368.65	387.10	406.45	426.75
Lgy Bonus 30	501.60	526.65	552.98	580.65	609.68	640.13

116

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	82,260.00	86,376.00	90,696.00	95,232.00	99,996.00	105,000.00
MONTHLY	6,855.00	7,198.00	7,558.00	7,936.00	8,333.00	8,750.00
BI-WEEKLY	3,163.85	3,322.15	3,488.31	3,662.77	3,846.00	4,038.46
HOURLY	39.5481	41.5269	43.6038	45.7846	48.0750	50.4808
Lgy Bonus 20	171.38	179.95	188.95	198.40	208.33	218.75
Lgy Bonus 25	342.75	359.90	377.90	396.80	416.65	437.50
Lgy Bonus 30	514.13	539.85	566.85	595.20	624.98	656.25

117 Transportation Operations Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	84,312.00	88,524.00	92,952.00	97,596.00	102,480.00	107,604.00
MONTHLY	7,026.00	7,377.00	7,746.00	8,133.00	8,540.00	8,967.00
BI-WEEKLY	3,242.77	3,404.77	3,575.08	3,753.69	3,941.54	4,138.62
HOURLY	40.5346	42.5596	44.6885	46.9212	49.2692	51.7327
Lgy Bonus 20	175.65	184.43	193.65	203.33	213.50	224.18
Lgy Bonus 25	351.30	368.85	387.30	406.65	427.00	448.35
Lgy Bonus 30	526.95	553.28	580.95	609.98	640.50	672.53

118 Administrative Management Analyst I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	86,424.00	90,744.00	95,280.00	100,044.00	105,048.00	110,304.00
MONTHLY	7,202.00	7,562.00	7,940.00	8,337.00	8,754.00	9,192.00
BI-WEEKLY	3,324.00	3,490.15	3,664.62	3,847.85	4,040.31	4,242.46
HOURLY	41.5500	43.6269	45.8077	48.0981	50.5038	53.0308
Lgy Bonus 20	180.05	189.05	198.50	208.43	218.85	229.80
Lgy Bonus 25	360.10	378.10	397.00	416.85	437.70	459.60
Lgy Bonus 30	540.15	567.15	595.50	625.28	656.55	689.40

119 Accountant/Cost Accountant**119 Fleet Maintenance Supervisor****119 Transit Administrative Supervisor****119 Transit Training and Safety Supervisor**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	88,584.00	93,012.00	97,668.00	102,552.00	107,676.00	113,064.00
MONTHLY	7,382.00	7,751.00	8,139.00	8,546.00	8,973.00	9,422.00
BI-WEEKLY	3,407.08	3,577.38	3,756.46	3,944.31	4,141.38	4,348.62
HOURLY	42.5885	44.7173	46.9558	49.3038	51.7673	54.3577
Lgy Bonus 20	184.55	193.78	203.48	213.65	224.33	235.55
Lgy Bonus 25	369.10	387.55	406.95	427.30	448.65	471.10
Lgy Bonus 30	553.65	581.33	610.43	640.95	672.98	706.65

120 Administrative Management Analyst II**120 Executive Office Assistant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	90,804.00	95,340.00	100,104.00	105,108.00	110,364.00	115,884.00
MONTHLY	7,567.00	7,945.00	8,342.00	8,759.00	9,197.00	9,657.00
BI-WEEKLY	3,492.46	3,666.92	3,850.15	4,042.62	4,244.77	4,457.08
HOURLY	43.6558	45.8365	48.1269	50.5327	53.0596	55.7135
Lgy Bonus 20	189.18	198.63	208.55	218.98	229.93	241.43
Lgy Bonus 25	378.35	397.25	417.10	437.95	459.85	482.85
Lgy Bonus 30	567.53	595.88	625.65	656.93	689.78	724.28

121

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	93,072.00	97,728.00	102,612.00	107,748.00	113,136.00	118,788.00
MONTHLY	7,756.00	8,144.00	8,551.00	8,979.00	9,428.00	9,899.00
BI-WEEKLY	3,579.69	3,758.77	3,946.62	4,144.15	4,351.38	4,568.77
HOURLY	44.7462	46.9846	49.3327	51.8019	54.3923	57.1096
Lgy Bonus 20	193.90	203.60	213.78	224.48	235.70	247.48
Lgy Bonus 25	387.80	407.20	427.55	448.95	471.40	494.95
Lgy Bonus 30	581.70	610.80	641.33	673.43	707.10	742.43

122 Facilities Maintenance Supervisor**122 Senior Human Resources Analyst****122 Senior Planner**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	95,400.00	100,176.00	105,180.00	110,436.00	115,956.00	121,752.00
MONTHLY	7,950.00	8,348.00	8,765.00	9,203.00	9,663.00	10,146.00
BI-WEEKLY	3,669.23	3,852.92	4,045.38	4,247.54	4,459.85	4,682.77
HOURLY	45.8654	48.1615	50.5673	53.0942	55.7481	58.5346
Lgy Bonus 20	198.75	208.70	219.13	230.08	241.58	253.65
Lgy Bonus 25	397.50	417.40	438.25	460.15	483.15	507.30
Lgy Bonus 30	596.25	626.10	657.38	690.23	724.73	760.95

123

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	97,788.00	102,672.00	107,808.00	113,196.00	118,860.00	124,800.00
MONTHLY	8,149.00	8,556.00	8,984.00	9,433.00	9,905.00	10,400.00
BI-WEEKLY	3,761.08	3,948.92	4,146.46	4,353.69	4,571.54	4,800.00
HOURLY	47.0135	49.3615	51.8308	54.4212	57.1442	60.0000
Lgy Bonus 20	203.73	213.90	224.60	235.83	247.63	260.00
Lgy Bonus 25	407.45	427.80	449.20	471.65	495.25	520.00
Lgy Bonus 30	611.18	641.70	673.80	707.48	742.88	780.00

124 Assistant Transit Operations Manager**124 Senior Administrative Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	100,236.00	105,252.00	110,520.00	116,052.00	121,860.00	127,956.00
MONTHLY	8,353.00	8,771.00	9,210.00	9,671.00	10,155.00	10,663.00
BI-WEEKLY	3,855.23	4,048.15	4,250.77	4,463.54	4,686.92	4,921.38
HOURLY	48.1904	50.6019	53.1346	55.7942	58.5865	61.5173
Lgy Bonus 20	208.83	219.28	230.25	241.78	253.88	266.58
Lgy Bonus 25	417.65	438.55	460.50	483.55	507.75	533.15
Lgy Bonus 30	626.48	657.83	690.75	725.33	761.63	799.73

125 Public Information Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	102,744.00	107,880.00	113,280.00	118,944.00	124,896.00	131,136.00
MONTHLY	8,562.00	8,990.00	9,440.00	9,912.00	10,408.00	10,928.00
BI-WEEKLY	3,951.69	4,149.23	4,356.92	4,574.77	4,803.69	5,043.69
HOURLY	49.3962	51.8654	54.4615	57.1846	60.0462	63.0462
Lgy Bonus 20	214.05	224.75	236.00	247.80	260.20	273.20
Lgy Bonus 25	428.10	449.50	472.00	495.60	520.40	546.40
Lgy Bonus 30	642.15	674.25	708.00	743.40	780.60	819.60

126 Administrative Services Manager**126 Community Development Manager****126 Economic Development Manager****126 Family Child Care Manager****126 Recreation & Human Services Manager****126 Transportation Administrative Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	105,312.00	110,580.00	116,112.00	121,920.00	128,016.00	134,412.00
MONTHLY	8,776.00	9,215.00	9,676.00	10,160.00	10,668.00	11,201.00
BI-WEEKLY	4,050.46	4,253.08	4,465.85	4,689.23	4,923.69	5,169.69
HOURLY	50.6308	53.1635	55.8231	58.6154	61.5462	64.6212
Lgy Bonus 20	219.40	230.38	241.90	254.00	266.70	280.03
Lgy Bonus 25	438.80	460.75	483.80	508.00	533.40	560.05
Lgy Bonus 30	658.20	691.13	725.70	762.00	800.10	840.08

127

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	107,940.00	113,340.00	119,004.00	124,956.00	131,208.00	137,772.00
MONTHLY	8,995.00	9,445.00	9,917.00	10,413.00	10,934.00	11,481.00
BI-WEEKLY	4,151.54	4,359.23	4,577.08	4,806.00	5,046.46	5,298.92
HOURLY	51.8942	54.4904	57.2135	60.0750	63.0808	66.2365
Lgy Bonus 20	224.88	236.13	247.93	260.33	273.35	287.03
Lgy Bonus 25	449.75	472.25	495.85	520.65	546.70	574.05
Lgy Bonus 30	674.63	708.38	743.78	780.98	820.05	861.08

128 Equipment Maintenance Superintendent**128 Finance and Administrative Services Manager****128 Financial Services Manager****128 Transit Maintenance Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	110,640.00	116,172.00	121,980.00	128,076.00	134,484.00	141,204.00
MONTHLY	9,220.00	9,681.00	10,165.00	10,673.00	11,207.00	11,767.00
BI-WEEKLY	4,255.38	4,468.15	4,691.54	4,926.00	5,172.46	5,430.92
HOURLY	53.1923	55.8519	58.6442	61.5750	64.6558	67.8865
Lgy Bonus 20	230.50	242.03	254.13	266.83	280.18	294.18
Lgy Bonus 25	461.00	484.05	508.25	533.65	560.35	588.35
Lgy Bonus 30	691.50	726.08	762.38	800.48	840.53	882.53

129

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	113,412.00	119,088.00	125,040.00	131,292.00	137,856.00	144,744.00
MONTHLY	9,451.00	9,924.00	10,420.00	10,941.00	11,488.00	12,062.00
BI-WEEKLY	4,362.00	4,580.31	4,809.23	5,049.69	5,302.15	5,567.08
HOURLY	54.5250	57.2538	60.1154	63.1212	66.2769	69.5885
Lgy Bonus 20	236.28	248.10	260.50	273.53	287.20	301.55
Lgy Bonus 25	472.55	496.20	521.00	547.05	574.40	603.10
Lgy Bonus 30	708.83	744.30	781.50	820.58	861.60	904.65

130 Accounting/Finance Manager
130 Information Technology Manager
130 Park Maintenance Superintendent
130 Recreation Program Administrator
130 Revenue and Purchasing Manager
130 Street Maintenance Superintendent

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	116,244.00	122,052.00	128,160.00	134,568.00	141,300.00	148,368.00
MONTHLY	9,687.00	10,171.00	10,680.00	11,214.00	11,775.00	12,364.00
BI-WEEKLY	4,470.92	4,694.31	4,929.23	5,175.69	5,434.62	5,706.46
HOURLY	55.8865	58.6788	61.6154	64.6962	67.9327	71.3308
Lgy Bonus 20	242.18	254.28	267.00	280.35	294.38	309.10
Lgy Bonus 25	484.35	508.55	534.00	560.70	588.75	618.20
Lgy Bonus 30	726.53	762.83	801.00	841.05	883.13	927.30

131 Plan Check Engineer
131 Transit Operations Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	119,148.00	125,100.00	131,352.00	137,916.00	144,816.00	152,052.00
MONTHLY	9,929.00	10,425.00	10,946.00	11,493.00	12,068.00	12,671.00
BI-WEEKLY	4,582.62	4,811.54	5,052.00	5,304.46	5,569.85	5,848.15
HOURLY	57.2827	60.1442	63.1500	66.3058	69.6231	73.1019
Lgy Bonus 20	248.23	260.63	273.65	287.33	301.70	316.78
Lgy Bonus 25	496.45	521.25	547.30	574.65	603.40	633.55
Lgy Bonus 30	744.68	781.88	820.95	861.98	905.10	950.33

132 FCC Therapist/Trainer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	122,124.00	128,232.00	134,640.00	141,372.00	148,440.00	155,868.00
MONTHLY	10,177.00	10,686.00	11,220.00	11,781.00	12,370.00	12,989.00
BI-WEEKLY	4,697.08	4,932.00	5,178.46	5,437.38	5,709.23	5,994.92
HOURLY	58.7135	61.6500	64.7308	67.9673	71.3654	74.9365
Lgy Bonus 20	254.43	267.15	280.50	294.53	309.25	324.73
Lgy Bonus 25	508.85	534.30	561.00	589.05	618.50	649.45
Lgy Bonus 30	763.28	801.45	841.50	883.58	927.75	974.18

**133 Human Resources Manager
133 Public Works Superintendent**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	125,172.00	131,436.00	138,012.00	144,912.00	152,160.00	159,768.00
MONTHLY	10,431.00	10,953.00	11,501.00	12,076.00	12,680.00	13,314.00
BI-WEEKLY	4,814.31	5,055.23	5,308.15	5,573.54	5,852.31	6,144.92
HOURLY	60.1788	63.1904	66.3519	69.6692	73.1538	76.8115
Lgy Bonus 20	260.78	273.83	287.53	301.90	317.00	332.85
Lgy Bonus 25	521.55	547.65	575.05	603.80	634.00	665.70
Lgy Bonus 30	782.33	821.48	862.58	905.70	951.00	998.55

134 Assistant to the City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	128,304.00	134,724.00	141,456.00	148,524.00	155,952.00	163,752.00
MONTHLY	10,692.00	11,227.00	11,788.00	12,377.00	12,996.00	13,646.00
BI-WEEKLY	4,934.77	5,181.69	5,440.62	5,712.46	5,998.15	6,298.15
HOURLY	61.6846	64.7712	68.0077	71.4058	74.9769	78.7269
Lgy Bonus 20	267.30	280.68	294.70	309.43	324.90	341.15
Lgy Bonus 25	534.60	561.35	589.40	618.85	649.80	682.30
Lgy Bonus 30	801.90	842.03	884.10	928.28	974.70	1023.45

135

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	131,508.00	138,084.00	144,984.00	152,232.00	159,840.00	167,832.00
MONTHLY	10,959.00	11,507.00	12,082.00	12,686.00	13,320.00	13,986.00
BI-WEEKLY	5,058.00	5,310.92	5,576.31	5,855.08	6,147.69	6,455.08
HOURLY	63.2250	66.3865	69.7038	73.1885	76.8462	80.6885
Lgy Bonus 20	273.98	287.68	302.05	317.15	333.00	349.65
Lgy Bonus 25	547.95	575.35	604.10	634.30	666.00	699.30
Lgy Bonus 30	821.93	863.03	906.15	951.45	999.00	1048.95

136

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	134,796.00	141,540.00	148,620.00	156,048.00	163,848.00	172,044.00
MONTHLY	11,233.00	11,795.00	12,385.00	13,004.00	13,654.00	14,337.00
BI-WEEKLY	5,184.46	5,443.85	5,716.15	6,001.85	6,301.85	6,617.08
HOURLY	64.8058	68.0481	71.4519	75.0231	78.7731	82.7135
Lgy Bonus 20	280.83	294.88	309.63	325.10	341.35	358.43
Lgy Bonus 25	561.65	589.75	619.25	650.20	682.70	716.85
Lgy Bonus 30	842.48	884.63	928.88	975.30	1024.05	1075.28

137

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	138,168.00	145,080.00	152,340.00	159,960.00	167,964.00	176,364.00
MONTHLY	11,514.00	12,090.00	12,695.00	13,330.00	13,997.00	14,697.00
BI-WEEKLY	5,314.15	5,580.00	5,859.23	6,152.31	6,460.15	6,783.23
HOURLY	66.4269	69.7500	73.2404	76.9038	80.7519	84.7904
Lgy Bonus 20	287.85	302.25	317.38	333.25	349.93	367.43
Lgy Bonus 25	575.70	604.50	634.75	666.50	699.85	734.85
Lgy Bonus 30	863.55	906.75	952.13	999.75	1049.78	1102.28

138 Chief Fiscal Officer
138 Principal Civil Engineer
138 Transit Administrative Officer
138 Transit Operations Officer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	141,624.00	148,704.00	156,144.00	163,956.00	172,152.00	180,756.00
MONTHLY	11,802.00	12,392.00	13,012.00	13,663.00	14,346.00	15,063.00
BI-WEEKLY	5,447.08	5,719.38	6,005.54	6,306.00	6,621.23	6,952.15
HOURLY	68.0885	71.4923	75.0692	78.8250	82.7654	86.9019
Lgy Bonus 20	295.05	309.80	325.30	341.58	358.65	376.58
Lgy Bonus 25	590.10	619.60	650.60	683.15	717.30	753.15
Lgy Bonus 30	885.15	929.40	975.90	1024.73	1075.95	1129.73

139

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	145,164.00	152,424.00	160,044.00	168,048.00	176,448.00	185,268.00
MONTHLY	12,097.00	12,702.00	13,337.00	14,004.00	14,704.00	15,439.00
BI-WEEKLY	5,583.23	5,862.46	6,155.54	6,463.38	6,786.46	7,125.69
HOURLY	69.7904	73.2808	76.9442	80.7923	84.8308	89.0712
Lgy Bonus 20	302.43	317.55	333.43	350.10	367.60	385.98
Lgy Bonus 25	604.85	635.10	666.85	700.20	735.20	771.95
Lgy Bonus 30	907.28	952.65	1000.28	1050.30	1102.80	1157.93

140

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	148,788.00	156,228.00	164,040.00	172,248.00	180,864.00	189,912.00
MONTHLY	12,399.00	13,019.00	13,670.00	14,354.00	15,072.00	15,826.00
BI-WEEKLY	5,722.62	6,008.77	6,309.23	6,624.92	6,956.31	7,304.31
HOURLY	71.5327	75.1096	78.8654	82.8115	86.9538	91.3038
Lgy Bonus 20	309.98	325.48	341.75	358.85	376.80	395.65
Lgy Bonus 25	619.95	650.95	683.50	717.70	753.60	791.30
Lgy Bonus 30	929.93	976.43	1025.25	1076.55	1130.40	1186.95

141 Assistant Director of Transportation
141 Assistant Public Works Director/City Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	152,508.00	160,128.00	168,132.00	176,544.00	185,376.00	194,640.00
MONTHLY	12,709.00	13,344.00	14,011.00	14,712.00	15,448.00	16,220.00
BI-WEEKLY	5,865.69	6,158.77	6,466.62	6,790.15	7,129.85	7,486.15
HOURLY	73.3212	76.9846	80.8327	84.8769	89.1231	93.5769
Lgy Bonus 20	317.73	333.60	350.28	367.80	386.20	405.50
Lgy Bonus 25	635.45	667.20	700.55	735.60	772.40	811.00
Lgy Bonus 30	953.18	1000.80	1050.83	1103.40	1158.60	1216.50

142

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	156,324.00	164,136.00	172,344.00	180,960.00	190,008.00	199,512.00
MONTHLY	13,027.00	13,678.00	14,362.00	15,080.00	15,834.00	16,626.00
BI-WEEKLY	6,012.46	6,312.92	6,628.62	6,960.00	7,308.00	7,673.54
HOURLY	75.1558	78.9115	82.8577	87.0000	91.3500	95.9192
Lgy Bonus 20	325.68	341.95	359.05	377.00	395.85	415.65
Lgy Bonus 25	651.35	683.90	718.10	754.00	791.70	831.30
Lgy Bonus 30	977.03	1025.85	1077.15	1131.00	1187.55	1246.95

143

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	160,236.00	168,252.00	176,664.00	185,496.00	194,772.00	204,516.00
MONTHLY	13,353.00	14,021.00	14,722.00	15,458.00	16,231.00	17,043.00
BI-WEEKLY	6,162.92	6,471.23	6,794.77	7,134.46	7,491.23	7,866.00
HOURLY	77.0365	80.8904	84.9346	89.1808	93.6404	98.3250
Lgy Bonus 20	333.83	350.53	368.05	386.45	405.78	426.08
Lgy Bonus 25	667.65	701.05	736.10	772.90	811.55	852.15
Lgy Bonus 30	1001.48	1051.58	1104.15	1159.35	1217.33	1278.23

144

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	164,244.00	172,452.00	181,080.00	190,140.00	199,644.00	209,628.00
MONTHLY	13,687.00	14,371.00	15,090.00	15,845.00	16,637.00	17,469.00
BI-WEEKLY	6,317.08	6,632.77	6,964.62	7,313.08	7,678.62	8,062.62
HOURLY	78.9635	82.9096	87.0577	91.4135	95.9827	100.7827
Lgy Bonus 20	342.18	359.28	377.25	396.13	415.93	436.73
Lgy Bonus 25	684.35	718.55	754.50	792.25	831.85	873.45
Lgy Bonus 30	1026.53	1077.83	1131.75	1188.38	1247.78	1310.18

145

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	168,348.00	176,760.00	185,604.00	194,880.00	204,624.00	214,860.00
MONTHLY	14,029.00	14,730.00	15,467.00	16,240.00	17,052.00	17,905.00
BI-WEEKLY	6,474.92	6,798.46	7,138.62	7,495.38	7,870.15	8,263.85
HOURLY	80.9365	84.9808	89.2327	93.6923	98.3769	103.2981
Lgy Bonus 20	350.73	368.25	386.68	406.00	426.30	447.63
Lgy Bonus 25	701.45	736.50	773.35	812.00	852.60	895.25
Lgy Bonus 30	1052.18	1104.75	1160.03	1218.00	1278.90	1342.88

146

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	172,560.00	181,188.00	190,248.00	199,764.00	209,748.00	220,236.00
MONTHLY	14,380.00	15,099.00	15,854.00	16,647.00	17,479.00	18,353.00
BI-WEEKLY	6,636.92	6,968.77	7,317.23	7,683.23	8,067.23	8,470.62
HOURLY	82.9615	87.1096	91.4654	96.0404	100.8404	105.8827
Lgy Bonus 20	359.50	377.48	396.35	416.18	436.98	458.83
Lgy Bonus 25	719.00	754.95	792.70	832.35	873.95	917.65
Lgy Bonus 30	1078.50	1132.43	1189.05	1248.53	1310.93	1376.48

147

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	176,880.00	185,724.00	195,012.00	204,768.00	215,004.00	225,756.00
MONTHLY	14,740.00	15,477.00	16,251.00	17,064.00	17,917.00	18,813.00
BI-WEEKLY	6,803.08	7,143.23	7,500.46	7,875.69	8,269.38	8,682.92
HOURLY	85.0385	89.2904	93.7558	98.4462	103.3673	108.5365

Lgy Bonus 20	368.50	386.93	406.28	426.60	447.93	470.33
Lgy Bonus 25	737.00	773.85	812.55	853.20	895.85	940.65
Lgy Bonus 30	1105.50	1160.78	1218.83	1279.80	1343.78	1410.98

148

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	181,308.00	190,368.00	199,884.00	209,880.00	220,380.00	231,396.00
MONTHLY	15,109.00	15,864.00	16,657.00	17,490.00	18,365.00	19,283.00
BI-WEEKLY	6,973.38	7,321.85	7,687.85	8,072.31	8,476.15	8,899.85
HOURLY	87.1673	91.5231	96.0981	100.9038	105.9519	111.2481

Lgy Bonus 20	377.73	396.60	416.43	437.25	459.13	482.08
Lgy Bonus 25	755.45	793.20	832.85	874.50	918.25	964.15
Lgy Bonus 30	1133.18	1189.80	1249.28	1311.75	1377.38	1446.23

149

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	185,844.00	195,132.00	204,888.00	215,136.00	225,888.00	237,180.00
MONTHLY	15,487.00	16,261.00	17,074.00	17,928.00	18,824.00	19,765.00
BI-WEEKLY	7,147.85	7,505.08	7,880.31	8,274.46	8,688.00	9,122.31
HOURLY	89.3481	93.8135	98.5038	103.4308	108.6000	114.0288

Lgy Bonus 20	387.18	406.53	426.85	448.20	470.60	494.13
Lgy Bonus 25	774.35	813.05	853.70	896.40	941.20	988.25
Lgy Bonus 30	1161.53	1219.58	1280.55	1344.60	1411.80	1482.38

150 Joint Powers Authority Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	156,000.00					
MONTHLY	13,000.00					
BI-WEEKLY	6,000.00					
HOURLY	75.0000					

200 Police Trainee						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	80,640.00	-	-	-	-	-
MONTHLY	6,720.00	-	-	-	-	-
BI-WEEKLY	3,101.54	-	-	-	-	-
HOURLY	38.7692	-	-	-	-	-
201 Police Officer						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	94,872.00	99,600.00	104,592.00	109,812.00	115,320.00	121,080.00
MONTHLY	7,906.00	8,300.00	8,716.00	9,151.00	9,610.00	10,090.00
BI-WEEKLY	3,648.92	3,830.77	4,022.77	4,223.54	4,435.38	4,656.92
HOURLY	45.6115	47.8846	50.2846	52.7942	55.4423	58.2115
EDUCATIONAL INCENTIVE BONUS						
AA	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96
BA	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96
SPECIALIST	649.52	649.52	649.52	649.52	649.52	649.52
Lgy Bonus 7	365.00	365.00	365.00	365.00	365.00	365.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	915.30	935.00	955.80	977.55	1,000.50	1,024.50
Lgy Bonus 26	1,310.60	1,350.00	1,391.60	1,435.10	1,481.00	1,529.00
203 Police Sergeant						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	121,128.00	127,188.00	133,536.00	140,220.00	147,240.00	154,596.00
MONTHLY	10,094.00	10,599.00	11,128.00	11,685.00	12,270.00	12,883.00
BI-WEEKLY	4,658.77	4,891.85	5,136.00	5,393.08	5,663.08	5,946.00
HOURLY	58.2346	61.1481	64.2000	67.4135	70.7885	74.3250
EDUCATIONAL INCENTIVE BONUS						
AA	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53
BA	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53
SPECIAL DUTY PAY	420.00	420.00	420.00	420.00	420.00	420.00
Lgy Bonus 7	326.00	326.00	326.00	326.00	326.00	326.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	1,024.70	1,049.95	1,076.40	1,104.25	1,133.50	1,164.15
Lgy Bonus 26	1,529.40	1,579.90	1,632.80	1,688.50	1,747.00	1,808.30

227 Police Lieutenant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	162,720.00	170,856.00	179,400.00	188,376.00	197,796.00	207,684.00
MONTHLY	13,560.00	14,238.00	14,950.00	15,698.00	16,483.00	17,307.00
BI-WEEKLY	6,258.46	6,571.38	6,900.00	7,245.23	7,607.54	7,987.85
HOURLY	78.2308	82.1423	86.2500	90.5654	95.0942	99.8481

EDUCATIONAL INCENTIVE BONUS

BA	1,766.44	1,837.84	1,912.84	1,991.56	2,074.24	2,161.00
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CA POST Mgmt. Cert.	678.00	711.90	747.50	784.90	824.15	865.35
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Lgy Bonus 20	678.00	711.90	747.50	784.90	824.15	865.35
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Lgy Bonus 26	1,356.00	1,423.80	1,495.00	1,569.80	1,648.30	1,730.70
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231 Police Captain

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	193,476.00	203,148.00	213,300.00	223,968.00	235,164.00	246,924.00
MONTHLY	16,123.00	16,929.00	17,775.00	18,664.00	19,597.00	20,577.00
BI-WEEKLY	7,441.38	7,813.38	8,203.85	8,614.15	9,044.77	9,497.08
HOURLY	93.0173	97.6673	102.5481	107.6769	113.0596	118.7135

EDUCATIONAL INCENTIVE BONUS

BA	2,036.08	2,120.92	2,209.96	2,303.56	2,401.84	2,505.04
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CA POST Mgmt. Cert.	806.15	846.45	888.75	933.20	979.85	1,028.85
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Lgy Bonus 20	806.15	846.45	888.75	933.20	979.85	1,028.85
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Lgy Bonus 26	1,612.30	1,692.90	1,777.50	1,866.40	1,959.70	2,057.70
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232 Deputy Police Chief

STEP	*1*
ANNUAL	238,812.00
MONTHLY	19,901.00
BI-WEEKLY	9,185.08
HOURLY	114.8135

EDUCATIONAL INCENTIVE BONUS

BA	2,588.12
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CA POST Mgmt. Cert.	995.05
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Lgy Bonus 20	995.05
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Lgy Bonus 26	1,990.10
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301 Mayor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	31,200.00					
MONTHLY	2,600.00					
BI-WEEKLY	1,200.00					
HOURLY	15.0000					

302 Councilmember

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	19,200.00					
MONTHLY	1,600.00					
BI-WEEKLY	738.46					
HOURLY	9.2308					

303 City Clerk

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	12,000.00					
MONTHLY	1,000.00					
BI-WEEKLY	461.54					
HOURLY	5.7692					

304 City Treasurer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	6,000.00					
MONTHLY	500.00					
BI-WEEKLY	230.77					
HOURLY	2.8846					

305 Youth Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	300.00	-	-	-	-	-
MONTHLY	25.00	-	-	-	-	-
BI-WEEKLY	11.54	-	-	-	-	-
HOURLY	0.1442	-	-	-	-	-

306 Gardena Beautification Commissioner
306 Gardena Economic Business Advisory Commissioner
306 Human Services Commissioner
306 Recreation Commissioner
306 Rent Mediation Board Member
306 Senior Citizens Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	600.00	-	-	-	-	-
MONTHLY	50.00	-	-	-	-	-
BI-WEEKLY	23.08	-	-	-	-	-
HOURLY	0.2885	-	-	-	-	-

308 Planning Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	1,200.00	-	-	-	-	-
MONTHLY	100.00	-	-	-	-	-
BI-WEEKLY	46.15	-	-	-	-	-
HOURLY	0.5769	-	-	-	-	-

330 Department Heads

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	176,040.00	184,848.00	194,088.00	203,796.00	213,984.00	224,688.00
MONTHLY	14,670.00	15,404.00	16,174.00	16,983.00	17,832.00	18,724.00
BI-WEEKLY	6,770.77	7,109.54	7,464.92	7,838.31	8,230.15	8,641.85
HOURLY	84.6346	88.8692	93.3115	97.9788	102.8769	108.0231
Lgy Bonus 20	366.75	385.10	404.35	424.58	445.80	468.10
Lgy Bonus 25	733.50	770.20	808.70	849.15	891.60	936.20
Lgy Bonus 30	1100.25	1155.30	1213.05	1273.73	1337.40	1404.30

335 Deputy City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	184,848.00	194,088.00	203,796.00	213,984.00	224,688.00	235,920.00
MONTHLY	15,404.00	16,174.00	16,983.00	17,832.00	18,724.00	19,660.00
BI-WEEKLY	7,109.54	7,464.92	7,838.31	8,230.15	8,641.85	9,073.85
HOURLY	88.8692	93.3115	97.9788	102.8769	108.0231	113.4231
Lgy Bonus 20	385.10	404.35	424.58	445.80	468.10	491.50
Lgy Bonus 25	770.20	808.70	849.15	891.60	936.20	983.00
Lgy Bonus 30	1155.30	1213.05	1273.73	1337.40	1404.30	1474.50

339 Assistant City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	193,236.00	202,896.00	213,036.00	223,692.00	234,876.00	246,624.00
MONTHLY	16,103.00	16,908.00	17,753.00	18,641.00	19,573.00	20,552.00
BI-WEEKLY	7,432.15	7,803.69	8,193.69	8,603.54	9,033.69	9,485.54
HOURLY	92.9019	97.5462	102.4212	107.5442	112.9212	118.5692
Lgy Bonus 20	402.58	422.70	443.83	466.03	489.33	513.80
Lgy Bonus 25	805.15	845.40	887.65	932.05	978.65	1027.60
Lgy Bonus 30	1207.73	1268.10	1331.48	1398.08	1467.98	1541.40

340 Police Chief

STEP	*1*
ANNUAL	279,531.16
MONTHLY	23,294.26
BI-WEEKLY	10,751.20
HOURLY	134.3900
Edu Incentive Pay	2,995.31
CA POST Mgmt. Cert.	2,329.43
Lgy Bonus 26	2,329.43

350 City Manager

STEP	*1*
ANNUAL	311,548.00
MONTHLY	25,962.33
BI-WEEKLY	11,982.62
HOURLY	149.7827

COURT LIAISON
(Job Summary)

Description

Under the supervision of the Detective Bureau Supervisor, the Court Liaison processes, files, and presents misdemeanor and felony criminal cases to the District Attorney and/or City Attorney for criminal filing consideration. Is responsible for the main detective bureau phone line by answering and returning phone calls from outside agencies and the public. Provides administrative support to sworn detective personnel. Maintains relationships with external criminal justice system partners, and provides information to inter-agency staff, as well as the general public. May be called upon to carry out specialized clerical functions, write correspondence, complete reports, gather and disseminate evidentiary discovery, perform, or coordinate the service of subpoenas, and other duties outlined in the representative duties. This position may require occasional overtime as well as assignments outside of traditional business hours including nights and weekends.

Organization Responsibilities

Under supervision of the Detective Bureau supervisor, assists other Police Department personnel with specialized clerical functions in record keeping, management of court activities, report requests, processing of court documents, subpoenas, warrants, restraining orders citations, and other related matters.

Essential Duties

Duties may include, but are not limited to, the following:

- Prepare and file criminal cases with the District Attorney or City Attorney;
- Manage and maintain the main Detective Bureau phone line to ensure a timely response to incoming calls and voicemail messages;
- Respond to requests for evidentiary discovery requests for pending court hearings and trials;
- Perform or coordinate the service of subpoenas to department personnel, victims, and witnesses;
- Maintain complete and accurate records of court case status and disposition, warrant requests and criminal complaints;
- Provide administrative assistance to detective personnel in the form of witness coordination, subpoena status, report requests, etc;
- Assist department personnel, outside agencies, and members of the public by addressing questions, requests, and complaints either in-person or by phone;
- Transport evidence, documents, and other items to and from the police department and other agencies such as the Department of the Coroner or Los Angeles County Crime Lab;
- Provide research assistance to officers and other law enforcement personnel as needed or requested;
- Maintain current court calendars, spreadsheets, and phone lists required for court appearances;

- Assist sworn personnel with the registration of Sex, Arson, and Violent Offender registrations;
- Perform clerical work as needed related to case/arrest package creation and reproduction
- Serve as a liaison between the police department and other law enforcement, judicial, and corrections agencies;
- Process, type, file, record, and retrieve a wide variety of police records, forms, memos, letters, complaints, and other documents of a confidential nature;
- Go into field to deliver subpoenas as needed.

QUALIFICATIONS GUIDE

Education and Experience

Graduation from high school or GED, and sufficient education, training, and/or work experience to demonstrate the knowledge, skills, and abilities required to perform the essential functions. College coursework or prior experience in the criminal justice field is highly desired.

Knowledge and Abilities

Knowledge of:

- Law enforcement functions and organization;
- Familiarity with basic court procedures;
- Understanding of laws relating to criminal conduct;
- Understanding classification of criminal offenses;
- Understanding the function of the Offices of the District and City Attorney.

Ability to:

- Communicate and interact effectively with others;
- Maintain organized and accurate records;
- Meet deadlines;
- Work independently with minimal supervision;
- Create clear and articulate products;
- Ability to make sound decisions in a manner consistent with the essential job functions.

Skills:

- Perform digital scanning and utilize computers;
- Operate fax and copy machines;
- Utilize various criminal justice databases and software;
- Proficiency in Microsoft Word, Excel, and outlook is highly desirable.

License and Certifications

Required to have and maintain a valid Class C California Driver's License.

Physical Demands

Work is performed in an office or court environment and will require the employee to perform extensive and repetitive physical activity involving the arms, wrists, and hands, including writing,

and using a keyboard and mouse to operate a personal computer. The employee is frequently required to sit for long periods of time and talk or hear. It also requires physical abilities associated with the ability to read, write, and communicate orally clearly and effectively. The incumbent will drive a vehicle on City business. The employee is occasionally required to stand, walk, stoop, kneel or crouch; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The work environment does not require any extraordinary physical strength, heavy lifting, or other special physical qualifications, but may require to employee to occasionally drag, lift and/or move up to 30 pounds in the transportation of boxes, records, and other items related to evidence handling. The incumbent may also be exposed to the related health hazards of evidence handling. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus. The noise level in the work environment usually ranges from quiet to moderate. Incumbents are not substantially exposed to adverse environmental conditions.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.F
Section: CONSENT CALENDAR
Meeting Date: May 14, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: SECOND READING OF ORDINANCE NO. 1865, Amending Chapter 18.60 of the Gardena Municipal Code and Sections of 5.08.170, 8.16.030 and 8.16.050 relating to temporary use permits and temporary events permits, and amending Section 5.04.160, 5.04.278, and 5.28.020 of Title 5

Environmental Determination: The project is exempt pursuant to CEQA Guidelines sections 15061(b)(3) and 15304

CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

On April 23, 2024, City Council held a public hearing for Ordinance No. 1865 relating to temporary use permits and temporary events permits. At that time, the Ordinance was introduced by Councilmember Council Member Francis.

At this time, staff respectfully recommends that the City Council adopt Ordinance No. 1865.

The adoption of Ordinance No. 1865 is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061(b)(3) and 15304.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

[Ordinance No. 1865.pdf](#)

APPROVED:

Clint Osorio, City Manager

ORDINANCE NO. 1865

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING CHAPTER 18.60 OF THE GARDENA MUNICIPAL CODE AND SECTIONS 5.08.170, 8.16.030 AND 8.16.050 RELATING TO TEMPORARY USE PERMITS AND TEMPORARY EVENT PERMITS, AND AMENDING SECTIONS 5.04.160, 5.04.278 AND 5.28.020 OF TITLE 5 RELATING TO PERMITS AND FINDING THAT THE ORDINANCE IS CATEGORICALLY EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3) (COMMON SENSE EXEMPTION) AND 15304 (MINOR ALTERATIONS TO LAND)

WHEREAS, the City of Gardena has received requests to hold special, temporary events by various businesses in the City; and

WHEREAS, the City does not have clear and adequate procedures and regulations to govern such events; and

WHEREAS, the lack of clear and adequate procedures and regulations has created issues for staff as they struggle to review last minute applications without clear direction; and

WHEREAS, the City Council desires to allow temporary uses and temporary events to be held in the City subject to reasonable rules and regulations; and

WHEREAS, the City Council has the power to adopt such rules and regulations pursuant to Article XI, section 7 of the California Constitution; and

WHEREAS, the Planning Commission of the City of Gardena held a duly, noticed public hearing on this matter on January 16, 2024, at which time it considered all evidence presented, both written and oral after which it adopted Planning Commission Resolution No. 1-24 recommending that the City Council adopt Ordinance No. 1865; and

WHEREAS, the City Council of the City of Gardena held a duly noticed public hearing on this matter on March 12, 2024, at which time it considered all evidence presented, both written and oral; and

WHEREAS, at the close of the public hearing the City Council directed staff to amend the Ordinance to add provisions which would allow food distribution centers operated in conjunction with non-profits; and

WHEREAS, the Planning Commission of the City of Gardena held a duly, noticed public hearing on the revised Ordinance on April 2, 2024, at which time it considered all evidence presented, both written and oral after which it adopted Planning Commission Resolution No. PC 8-24 recommending that the City Council adopt Ordinance No. 1865 as amended; and

WHEREAS, the City Council of the City of Gardena held a duly noticed public hearing on this matter on April 23, 2024, at which time it considered all evidence presented, both written and oral;

NOW, THEREFORE, the City Council of the City of Gardena does hereby ordain as follows:

SECTION 1. Chapter 18.60 of the Gardena Municipal Code is hereby repealed and a new Chapter 18.60 is hereby added to read as follows:

**CHAPTER 18.60
TEMPORARY USE AND TEMPORARY EVENT PERMITS
FOR PRIVATE PROPERTY**

18.60.010 Intent and purpose.

A. The intent of this chapter is to provide a process for reviewing and acting upon proposed temporary uses and temporary events at specific locations that would otherwise be inappropriate as classified uses on a permanent basis. A temporary use permit or temporary event permit allows short-term activities that might not meet the normal development or use standards of the applicable zoning district, but may be considered acceptable because of the temporary nature. It is further the intent to avoid incompatibility between such temporary activities and the surrounding areas by regulating such activities so as to prevent or mitigate adverse effects associated with or resulting from such temporary uses.

B. Temporary use and temporary event permits are in addition to any other required city approvals, licenses, and inspections required by applicable laws or regulations.

18.60.020 Definitions.

“Temporary activity” shall mean both “temporary uses” and “temporary events.”

“Temporary event” shall mean an event of a limited duration.

“Temporary use” shall mean the use of a property that is not meant to be permanent in nature, but may be approved for a period of up to one year.

18.60.030 Allowed Temporary Uses and Temporary Events.

The temporary activities set forth in this Chapter may be allowed, subject to the issuance of a temporary use or temporary event permit by the Director. Conditions may be imposed on these permits to ensure compliance with the required findings set forth in Section

18.60.080. Uses other than the following shall comply with the use and development regulations and permit requirements that otherwise apply to the property.

18.60.040 Temporary Uses

A. The following temporary uses may be allowed upon approval of a temporary use permit issued by the Community Development Director.

1. *Construction yards.* Off-site contractor construction yards including the storage of building materials, in conjunction with an approved construction project within the City limits. The permit shall expire upon completion of the construction project or the expiration of the companion building permit authorizing the construction project.

2. *Residence.* A mobile home as a temporary residence of the property owner when a valid building permit for a new single-family dwelling is in force. In addition, a mobile home may be used as a temporary residence of the property owner when a valid building permit has been issued for the remodel of a single family dwelling and the Building Official has determined that the extent of such remodel would prevent the safe occupancy of the dwelling. The Temporary Use Permit may be approved for up to 1 year, or upon expiration of the building permit, whichever occurs first.

3. *Temporary real estate sales offices.* A temporary real estate sales office may be established within the area of an approved development project or other location within 1,250 feet, solely for the first sale of homes. A permit for a temporary real estate office may be approved for up to 1 year.

4. *Temporary work trailers.* A trailer or mobile home as a temporary work site for employees of a business may be allowed:

a. During construction or remodeling of a permanent commercial or industrial structure, when a valid building permit is in force up to 1 year, or upon expiration of the building permit, whichever occurs first; or

b. For a temporary office occupied only by employees of a business or manufacturer conducting business on property not normally open to the general public for up to 1 year;

c. Upon demonstration by the applicant that this temporary work site is a short-term necessity while a permanent work site is being obtained for up to 1 year.

5. *Similar temporary uses.* Similar temporary uses that, in the opinion of the Director, are compatible with the zoning district and surrounding land uses.

B. When a request for an extension of time within which to comply with any requirement or condition imposed pursuant to the provisions of this chapter is filed for approval, a fee in an amount established by city council resolution shall be paid for the purpose of defraying the costs incidental to the processing of such request.

18.60.050 Temporary Events

A. Temporary Events. The following events may be allowed upon approval of a temporary event permit by the Community Development Director and as summarized in Table 18.60-1 below:

1. *Grand opening.* An event which involves activities outside of the normal business activities, to identify the opening of a new business, the change of ownership for an existing business, or the change of name for an existing business.

a. A grand opening event may last for up to four days.

b. No more than two grand openings shall be allowed per business address in a 12 month period.

c. An event does not include minimal activities such as putting up a temporary banner or having a ribbon cutting ceremony.

2. *Special event.* A temporary event for the use of a premise for an activity that is unrelated to or exceeds the scope of the business licensed and approved for such premises. Special events may be indoors or outdoors and include swap meets, fairs, festivals, flea markets, car shows, and auto dealer sales events. Special events shall be subject to the following:

a. A special event may last up to four days.

b. The applicant for the event shall be responsible for payment of all business license fees to the City in accordance with Title 5 of this Code and shall comply with the California Department of Tax and Fee Administration relating to Operators of Swap Meets, Flea Markets, or Special Events.

c. No special event may include services of any type that requires a state license or certificate unless the person performing such services has a copy of the required license or certificate and a government issued identification on their person at all times services are being provided.

3. *Outdoor sales events.* Unless exempt pursuant to Section 18.60.100, temporary events related to an existing business with temporary outdoor sale of merchandise in any commercial or industrial zoning district, in compliance with the following provisions:

- a. The merchandise displayed shall be that customarily sold at the business premises;
 - b. The site is used for a permanently established business holding a valid business tax certificate as required; and
 - c. Such events may take place four times in a twelve month period for up to four days per event.
- 4. *Farmer's Markets.* Both certified and noncertified Farmer's Markets may be permitted in compliance with the following provisions:
 - a. The applicant for the event shall be responsible for payment of all business license fees to the City in accordance with Title 5 of this Code and shall comply with the California Department of Tax and Fee Administration relating to Operators of Swap Meets, Flea Markets, or Special Events.
 - b. A certified Farmer's Market shall be authorized by the County of Los Angeles Agricultural Commissioner and sponsored by a non-profit organization or a local governmental entity. Certified Farmer's Markets may operate twice a week throughout each calendar year.
 - c. A noncertified Farmer's Market may operate four times a year for up to three days for each event.
- 5. *Seasonal sales lots.* Seasonal sales activities for pumpkin patches and Christmas tree lots, including temporary security trailers, on nonresidential properties, in compliance with the following:
 - a. Sales activity shall only take place between September 15 and December 31.
 - b. The sales activity may be approved for a maximum of 45 days.
 - c. An applicant may apply for a permit for both a pumpkin patch and a Christmas tree lot at the same time.
- 6. *Food distribution events.* Food distribution in compliance with the following:
 - a. The food distribution must take place in conjunction with a non-profit organization;
 - b. The distribution shall be limited to walk-up events;

c. There must be adequate parking on-site as determined by the Community Development Director based on the time of the event, the location, and the number of people expected;

d. Food distribution events may operate twice a week throughout the calendar year.

7. *Similar temporary events.* Similar temporary events that, in the opinion of the Director, are compatible with the zoning district and surrounding land uses.

Table 18.60-1 - Temporary Event Table

Temporary Event Type	Maximum Number of Days Per Event	Maximum Number of Similar Events per 12 month period
Grand Opening	4 days	2 per business address
Special event	4 days	12
Outdoor sales events	4 days per event – with a maximum of four outdoor sales event in a 12 month period	4
Certified Farmer's Market	2 days a week, need not be consecutive	No maximum
Non-certified Farmer's Market	3 days	4
Walk-up food distribution in conjunction with a non-profit	2 days a week, need not be consecutive	No maximum
Seasonal sales lots – pumpkin patches and Christmas Trees	45 days each	Limited to September 15 through December 31 of each calendar year

B. Except for certified farmer's markets and walk-up food distribution events in conjunction with a non-profit, there may not be more than 12 temporary events of any combination that takes place at any single property address in a 12 month period.

C. Alcohol sales and service may be allowed where the applicant has obtained the required permit from the Department of Alcoholic Beverage Control by the time of the event.

D. Food and drink sales and service may be allowed provided they are served in compliance with applicable laws, including required permits for sale or distribution of food and drinks.

18.60.060 Application.

A. An application for both a temporary use permit or temporary event permit shall be filed by the owner, lessee or other person having the right to the possession of the land

for which the permit is sought. At a minimum, the application for either of these permits shall contain the following information:

1. The name, address, phone number and e-mail address of the applicant;
2. Evidence in the form of an official or governmental agency issued document or identification card that the applicant is eighteen (18) years of age or older or in instances involving alcohol sales twenty-one (21) years of age or older;
3. Property owner authorization along with the name, residence address, email address, and telephone number of the property owner on whose property the temporary activity will take place;
4. The proposed dates of the temporary activity;
5. A plot plan drawn to scale and which designates all land uses on the property, the location of the proposed temporary activity/facility, utility connections, yards, off-street parking, and other information which the planning division may require; and
6. Any supplemental information deemed necessary by the Director to determine whether the application should be granted, conditioned or denied.

B. Applications for temporary events shall include the following additional information:

1. A detailed description indicating all components of the temporary activity such as rides, entertainment, amplified music, canopies, tents, inflatable devices, jump tents, temporary banners, displays and sales, portable toilets;
2. A parking plan which may include off-site parking locations, shuttles, and valet parking;
3. Expected number of attendees;
4. The daily hours of the temporary activity;
5. Additional dates needed for set-up and tear down.

C. Filing Fees. The applicant shall pay a filing fee established by City Council resolution to defray the costs incurred by the city in processing the temporary use permit application.

D. Indemnification. The applicant shall be required to sign an indemnification and/or hold harmless agreement with the city.

E. Timing of Application. Applications which are filed within the following time frames shall be acted upon by the Director at least one day before the scheduled event.

1. Applications for temporary uses, filed a minimum of 21 business days before the desired start date.

2. Applications for temporary events filed a minimum of 10 business days before the desired start date.

F. No application shall be accepted and processed unless all of the required information is provided and completed, as required by this chapter.

18.60.070 Director's Decision.

A. The Director shall review the application, consult with those departments of the city which might have an interest in or jurisdiction over some aspect of the proposed temporary use, and make any necessary investigation.

B. After review and consultation, the Director shall approve, conditionally approve, or deny the application for the temporary use or temporary event permit.

C. In approving an application, the Director may impose such conditions as deemed necessary to protect the public health, safety and welfare in order to make the required findings set forth in Section 18.60.080. Such conditions may involve any pertinent factors affecting the operation of such temporary activity. In addition to such other conditions as the Director may impose, it shall also be deemed a condition of every temporary use or temporary event permit, whether such condition is set forth in the permit or not, that such approval shall not authorize the construction, establishment, alteration, moving onto, or enlargement of any permanent building, structure or facility.

1. Conditions may be imposed to require the provision of the following, which is not meant to be an all-inclusive list:

- a. Sanitary and medical facilities;
- b. Security and safety measures;
- c. Solid waste collection and disposal.

2. Conditions may be imposed to regulate the following, which is not meant to be an all-inclusive list:

- a. Nuisance factors;

- b. Operating hours and days, including limitation of the duration of the use or event to a shorter time period than that requested;
 - c. Temporary signs;
 - d. Temporary structures and facilities, including height, placement, and size, and the location of equipment and open areas.
3. All permits shall be conditioned to provide that the site shall be cleaned of debris, litter, or any other evidence of the temporary activity upon completion or removal of the activity and to require that the temporary activity be removed and the site restored as necessary to ensure that no changes to the site will occur.

18.60.080 Findings.

The following findings shall be made in order for the Director to approve a temporary use or temporary event permit:

- A. The proposed site is adequate in size and shape to accommodate such temporary activity without material detriment to the use, enjoyment or valuation of the property of other persons located in the vicinity of the site;
- B. Sufficient off-street parking spaces, which may include off-site locations, shuttles, or valet parking, are provided;
- C. The proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that such temporary activity will or could reasonably generate;
- D. The proposed activity will not interfere with any other temporary activity for which a permit has already been approved or with the provision of City services in support of other scheduled activities;
- E. The use or event will comply with all applicable provisions of local, state and federal laws and regulations.
- F. The proposed activity will not be detrimental to the public peace, health, safety or welfare;
- G. None of the grounds set forth in Section 18.60.090 exist.

18.60.090 Grounds for Denial.

An application shall be denied if any of the following grounds exist:

- A. The information contained in the application or supplemental information requested from the applicant is found to be materially false, or such information is incomplete;
- B. The applicant or the person or entity on whose behalf the application for the permit was made has failed to conduct a previously authorized activity in accordance with the law or the terms of the permit, or both;
- C. The applicant or the person or entity on whose behalf the application for permit was made, has outstanding and unpaid debts to the City;
- D. The applicant fails to complete the indemnification and hold harmless requirements as prescribed by this chapter; or
- E. Where conditions of a previous temporary use or temporary event permit issued to the applicant were violated, or where any City ordinance, rule or regulation was violated within the past twenty-four months.

18.60.100 Exemptions.

- A. The following temporary activities shall be exempt from the provisions of this chapter:
 - 1. Circuses and carnivals;
 - 2. Fireworks stands;
 - 3. Garage sales;
 - 4. On-site contractor's construction yards, in conjunction with an approved construction project. The activity shall cease upon completion of the construction project, or the expiration of the building permit authorizing the construction project;
 - 5. Promotional activities related to the primary product lines of a retail business, and similar activities (e.g., book readings and signings at book stores, opening receptions at art galleries); and
 - 6. Any other use or event which requires a separate permit from the City.
- B. This chapter shall also not apply to the outdoor display of merchandise located within 10 feet of the main structure provided that the total display area is not located in any parking space, does not interfere with required pedestrian access, and does not create a public safety issue.

18.60.110 Revocation of permits.

A. The Director may revoke or suspend, in whole or in part, a temporary event or temporary use permit at any time if the Director finds: (1) the activity constitutes a public nuisance or disturbs the peace; (2) the activity is injurious to the public peace, health, safety or welfare; (3) the activity is conducted contrary to the permit, permit conditions, any State or City law or rules and regulations adopted by the City Council or the City Manager, or Director governing special events; (4) the applicant, or his or her agent(s) or representatives, has willfully made false or misleading statements in the application or any other document required pursuant to this chapter.

B. Revocation or suspension shall become effective immediately upon delivery of a written notice to the person in immediate charge of the activity or portion thereof affected by such act. The notice of such revocation or suspension shall specify the reasons therefor. The Director may, for good cause, cancel and make null and void any revocation or suspension action, or written notice ordering the same, but in all cases he or she shall promptly take such steps as are necessary to inform appropriate City officials of the action taken, and of the reason or reasons therefor.

C. Upon revocation or suspension of a temporary use or temporary event permit, the permittee and any parties under the permittee's control shall immediately cease operation of the activities subject to revocation or suspension. In the event that the permit is suspended, the permittee may resume operation once the suspension period has expired or canceled.

18.60.120 Appeals.

A. Any person or body, public or private, may appeal the decision of the Director to the City Manager. Such appeal shall be filed with the planning division within ten days after the date of the decision of the Director. Upon the receipt of such an appeal, the City Manager or the City Manager's designee shall hold a hearing no later than the third business day after the filing of the appeal, and will render a written decision no later than the next business day after hearing the appeal. The City Manager's decision is final. The written decision of the City Manager shall be served upon the applicant or permittee.

B. A fee shall be paid at the time of the filing of the notice of appeal.

18.60.130 Unlawful to use City name without authorization.

It is unlawful for any applicant to use in the title of the event the words "The City of Gardena" or "City of Gardena" in a manner that can be reasonably interpreted to imply that the event is sponsored or endorsed by the City or to use the facsimile of the seal or logo of the City of Gardena without the City's written authorization.

SECTION 2. Section 5.04.160.A of the Gardena Municipal Code relating to permit procedures is hereby amended to read as follows:

A. Application of Section. No person shall engage in, conduct, or carry on, or permit to be engaged in, conducted or carried on in any location within the city, a business or occupation for which a permit is required, without first having obtained the required permit in addition to the businesses license. No business license shall be issued for any business for which a permit is required pursuant to this Title until the permit is obtained. The procedures set forth in subsections B through L of this section shall apply to any business or occupation for which permit approval by the community development director or the city council is required under this Title, unless a more specific permit application procedure applies¹

SECTION 3. Section 5.04.278.A of the Gardena Municipal Code relating to annual and periodic events is hereby amended to read as follows:

A. Notwithstanding Section [5.04.275](#) above, in the case of periodic events which occur more than once a year but which do not take place on a regular daily basis, the sponsor of the event may obtain a license and any permit required by this Title or Chapter 18.60 for all approved vendors included in the event and pay a fee for the business license based upon gross receipts pursuant to Section [5.08.510](#) of this code.

SECTION 4. Section 5.08.170.B of the Gardena Municipal Code relating to circuses and carnivals is hereby amended to read as follows:

B. Permit Required. Prior to operating any circus or carnival, a permit shall first be obtained from the City Council in accordance with the provisions of Section [5.04.160](#) of this Code. The application shall be filed no later than thirty-five days prior to the scheduled event. No background check shall be required of the applicant. A list of all employees and their date of birth shall accompany the application. ~~Additionally, a temporary use permit shall be required pursuant to Chapter 18.60 of this Code for any circus or carnival which lasts more than three days.~~

SECTION 5. Section 5.28.020 of the Gardena Municipal Code relating to permits for charitable and religious solicitations is hereby amended to read as follows:

5.28.020 Soliciting – Permits required.

No person, without first having applied for and received a permit from the city manager as provided in this chapter, shall make any appeal to the public for a charity or charitable or religious purpose either by soliciting or collecting gifts, contributions, donations or

subscriptions ~~or by promoting or conducting any sale, bazaar, or exhibition or by any other means whatsoever~~ at any place or to any person in the city; provided, however, the provisions of this section shall not apply to any person if the solicitations are conducted among the members of the soliciting agency thereof.

SECTION 6. Section 8.16.030.D of the Gardena Municipal Code relating to firework stands is hereby deleted.

D. [repealed] ~~At the time of filing the application for a permit to sell fireworks, pursuant to subsection C of this section, the fireworks distributor ("company") involved with the applicant must simultaneously file an application for temporary use permit (TUP), and pay the requisite fees.~~

SECTION 7. Section 8.16.050 of the Gardena Municipal Code relating to firework stands is hereby amended to read as follows:

8.16.050 Permit applications – Notice of acceptance or rejection.

Applicants for any such permits shall be notified by the community development director, or their designee, by May 15th of the granting or rejection of such applications for fireworks stand ~~and Temporary Use Permits.~~

SECTION 8. Findings. In approving the changes to the Gardena Municipal Code set forth above, the City Council finds that adoption of this Ordinance is required for the public necessity, convenience, general welfare and good land use and zoning practices. This Ordinance will provide rules and regulations for processing temporary activities and allow the city to impose conditions for the protection of the public health, safety and welfare.

SECTION 9. CEQA. Adoption of this Ordinance is exempt under the common sense exemption of CEQA Guidelines section 15061(b)(3) where it can be seen that the project will not have any possibility of creating significant effects on the environment. The ordinance does not authorize any development and is merely sets forth policy and procedures. Moreover, CEQA Guidelines section 15304 allows minors alterations to land, including temporary uses having negligible and no permanent effects.

SECTION 10. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 11. Effective Date. This Ordinance shall take effect on the thirty-first day after passage.

SECTION 12. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

PASSED, APPROVED AND ADOPTED this 14th day of May 2024.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.G
Section: CONSENT CALENDAR
Meeting Date: May 14, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: SECOND READING OF ORDINANCE 1871, Amending Sections of Chapter 5.52 and Title 18 of the Gardena Municipal Code relating to significant tobacco retailers, cigar lounges, and hookah lounges

Environmental Determination: The project is exempt pursuant to CEQA Guidelines section 15061(b)(3) as there is no possibility that the activity may have a significant effect on the environment.

CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

On March 12, 2024, the City Council adopted Urgency Ordinance No. 1867, extending a temporary moratorium on significant tobacco retailers until March of 2025.

On April 23, 2024, City Council held a public hearing on Ordinance No. 1871 relating to significant tobacco retailers, cigar lounges, and hookah lounges. At that time, the Ordinance was introduced by Mayor Pro Tem Henderson.

At this time, staff respectfully recommends that the City Council adopt Ordinance No. 1871. The adoption of Ordinance No. 1871 will effectively amend Title 18 (Zoning) of the Gardena Municipal Code to prohibit significant tobacco retailers within all zoning districts within the City. Subsequently, Section 15 of the Ordinance concerning its effective date has been revised to render Urgency Ordinance No. 1867 null and void upon implementation of Ordinance No. 1871.

The adoption of this ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061(b)(3) as there is no possibility that the activity may have a significant effect on the environment.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

[Ordinance No. 1871.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager

ORDINANCE NO. 1871

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA,
CALIFORNIA AMENDING SECTIONS OF CHAPTER 5.52 AND TITLE 18 OF THE
GARDENA MUNICIPAL CODE RELATING TO SIGNIFICANT TOBACCO
RETAILERS, CIGAR LOUNGES, AND HOOKAH LOUNGES AND MAKING A
FINDING THAT THE ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO CEQA
GUIDELINES SECTION 15061(B)(3)**

WHEREAS, Tobacco consumption remains a pressing public health concern, with dire consequences evidenced by the premature deaths of 480,000 individuals annually in the United States due to smoking-related illnesses. This makes tobacco use the primary preventable cause of death. Its detrimental effects extend across nearly all bodily systems, contributing to 87 percent of lung cancer fatalities, 79 percent of chronic obstructive pulmonary disease (COPD) fatalities, and 32 percent of coronary heart disease fatalities. Globally, the World Health Organization estimates that tobacco is the leading cause of death, responsible for nearly 6 million deaths each year; and

WHEREAS, the City has seen a proliferation of Significant Tobacco Retailer businesses within the City, going from 10 in October 2021 to 16 in March 2023; and

WHEREAS, the City Council is concerned about this proliferation of businesses and the harmful effects of tobacco on the residents of the City; and

WHEREAS, the City has no specific regulations for Significant Tobacco Retailers that would protect minors; and

WHEREAS, it is the intent of the City Council to provide for the public's health, safety, and welfare in part by protecting youth from commencing the inherently dangerous activity of smoking, and protecting the public health and safety of the general public, while balancing business interests of existing City businesses; and

WHEREAS, young individuals are especially vulnerable to the addictive nature of tobacco products and are at a heightened risk of becoming lifelong users; and

WHEREAS, Cigar and hookah lounges enforce a strict policy of prohibiting individuals under the age of 21 from entering their premises; and

WHEREAS, on March 28, 2023, the City Council adopted an urgency ordinance placing a moratorium on all new significant tobacco retailers in the City in accordance with Government Code section 65858; and

WHEREAS, on May 9, 2023, the City Council held a duly noticed public hearing and adopted an extension of the urgency ordinance in accordance with Government Code section 65858; and

WHEREAS, on March 12, 2024, the City Council held an additional duly noticed public hearing and adopted a further extension of the urgency ordinance which will expire on March 27, 2025; and

WHEREAS, the City Council has determined that in order to protect the public health, safety and welfare, it would like to prohibit any future significant tobacco retailers from locating in the City and wants to make clear that significant tobacco retailers does not include hookah lounges and cigar lounges; and

WHEREAS, on April 2, 2024, the Planning Commission held a duly noticed public hearing on this Ordinance at which time it considered all evidence presented, both written and oral; and

WHEREAS, after the close of the public hearing the Planning Commission adopted Resolution No. 7-24 recommending that the City Council adopt this Ordinance; and

WHEREAS, on April 23, 2024 the City Council of the City of Gardena, California held a duly noticed public hearing;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Sections 5.52.010, 5.52.020 and 5.52.090 of Chapter 5.52 of the Gardena Municipal Code are hereby amended to read as follows; all other sections remain the same:

5.52.010 Definitions.

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

A. "Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

B. "Cigar" means any roll of tobacco wrapped entirely or in part in tobacco or in any substance containing tobacco, and includes all of the component parts of the cigar (including but not limited to tobacco, filters, or wrapping). For the purposes of this section, "cigar" includes, but is not limited to, tobacco products labeled "cigar," "cigarillo," "tiparillo," "little cigar," "blunt," or "blunt wrap."

C. "Cigar lounge" shall have the same meaning as that set forth in Chapter 18.04 of this Code.

D. “Hookah lounge” shall have the same meaning as that set forth in Chapter 18.04 of this Code.

EE. “Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

ED. “Proprietor” means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a fifty percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

GE. “Self-service display” means the open display of tobacco products or tobacco paraphernalia in a manner that is accessible to the general public without the assistance of the retailer or employee of the retailer. A vending machine is a form of self-service display.

HF. “Significant tobacco retailer” shall have the same meaning as that set forth in Chapter 18.04 of this Code. ~~means any tobacco retailer for which the principal or core business is selling tobacco products, tobacco paraphernalia, or both, as evidenced by any of the following: twenty percent or more of the floor or display area is devoted to tobacco products, tobacco paraphernalia, or both; sixty-seven percent or more of gross sales receipts are derived from tobacco products, tobacco paraphernalia, or both; or fifty percent or more of completed sales transactions include tobacco products or tobacco paraphernalia.~~

IG. “Smoking” means possessing a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant (including a lighted pipe, cigar, hookah pipe, or cigarette of any kind), the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including a pipe, cigar, hookah pipe, or cigarette of any kind), or the use of an electronic cigarette.

JH. “Tobacco paraphernalia” means cigarette papers or wrappers, pipes, electronic cigarettes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed for the smoking, preparation, storing, or consumption of tobacco products.

KI. “Tobacco product” means: (1) any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco; and (2) electronic cigarette cartridges and any other product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco product dependence.

LJ. “Tobacco retailer” means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia, or who distributes free or low cost samples of tobacco products or tobacco paraphernalia. “Tobacco retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco, tobacco products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange. Tobacco retailer includes cigar and hookah lounges.

MK. “Vending machine” means a machine, appliance, or other mechanical device operated by currency, token, debit card, credit card, or any other form of payment that is designed or used for vending purposes, including, but not limited to, machines or devices that use remote control locking mechanisms.

NL. “Electronic cigarette” or “e-cigarette” means a device, often shaped like a cigarette, cigar or pipe, that is designed to deliver nicotine or other substances to a user in the form of a vapor. Typically, e-cigarettes consist of battery-powered heating elements and replaceable cartridges that contain nicotine or other chemicals, and an atomizer that, when heated, converts the contents of the cartridge into a vapor that a user inhales.

5.52.020 Tobacco retailer permit required.

A. It shall be unlawful for any person to act as a tobacco retailer without first obtaining and maintaining a valid tobacco retailer permit pursuant to this chapter for each location at which that activity is to occur. Tobacco retailing without a valid tobacco retailer permit is a public nuisance.

B. A tobacco retailer without a valid tobacco retailer permit, including, for example, a person whose permit has been revoked:

1. Shall keep all tobacco products and tobacco paraphernalia out of public view. The public display of tobacco products or tobacco paraphernalia in violation of this provision shall constitute tobacco retailing without a permit and the tobacco retailer shall not be eligible to apply for or be issued a permit as set forth in Section 5.52.120.

2. Shall not display any advertisement relating to tobacco products or tobacco paraphernalia that promotes the sale or distribution of such products from the tobacco retailer’s location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

C. Nothing in this chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer permit any status or right other than the right to act as a tobacco retailer at the location in the city identified on the face of the permit. For example, nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including, but not limited to, any provision of this code including without limitation the zoning ordinance, building codes, and business license ordinance, or any condition or limitation on smoking in an enclosed place of

employment pursuant to California Labor Code Section [6404.5](#). For example, obtaining a tobacco retailer permit does not make the retailer a retail or wholesale tobacco shop for the purposes of California Labor Code Section [6404.5](#).

D. As of June 14, 2024, no tobacco retailer permit shall be issued for a significant tobacco retailer. Significant tobacco retailers may continue to renew their permit on an annual basis for as long as there is a significant tobacco retailer business in existence at the given location.

5.52.090 Other requirements and prohibitions.

A. Lawful Business Operation. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a permit has been issued, it shall be a violation of this chapter for a permittee, or any of the permittee's agents or employees, to:

1. Violate any local, state, or federal law applicable to tobacco products, tobacco paraphernalia, or tobacco retailing.
2. Violate any local, state, or federal law regulating exterior, storefront, window, or door signage.

B. Display of Permit. Each tobacco retailer permit shall be prominently displayed in a publicly visible location at the permitted location.

C. Positive Identification Required. No person engaged in tobacco retailing shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of twenty-seven years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product or tobacco paraphernalia.

D. Minimum Age for Persons Selling Tobacco. No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing.

E. Self-Service Displays Prohibited. No tobacco retailer shall display tobacco products or tobacco paraphernalia by means of a self-service display or engage in tobacco retailing by means of a self-service display.

F. Sale of Single Cigars Prohibited.

1. Notwithstanding any other provision of this chapter, no tobacco retailer shall sell, offer for sale, or exchange for any form of consideration:
 - a. Any single cigar, whether or not packaged for individual sale;

- b. Any number of cigars fewer than the number contained in the manufacturer's original consumer packaging designed for retail sale to a consumer; or
- c. Any package of cigars containing fewer than five cigars.

2. This section does not apply to the sale or offer for sale of a single cigar or multiple individual cigars by a significant tobacco retailer or by a cigar lounge.

SECTION 2. Chapter 18.04 of the Gardena Zoning Code is hereby amended by adding the following definitions in alphabetical order.

"Cigar lounge" means an establishment where patrons gather to socialize or smoke cigars, whether purchased on the premises or elsewhere.

"Hookah lounge" means a social establishment where patrons share shisha (flavored tobacco) from a communal hookah or from one placed at each table or a bar.

"Significant tobacco retailer" means any tobacco retailer for which the principal or core business is selling tobacco products, tobacco paraphernalia, or both, as evidenced by any of the following: twenty percent or more of the floor or display area is devoted to tobacco products, tobacco paraphernalia, or both; sixty-seven percent or more of gross sales receipts are derived from tobacco products, tobacco paraphernalia, or both; or fifty percent or more of completed sales transactions include tobacco products or tobacco paraphernalia. "Significant tobacco retailer" does not include a cigar lounge or hookah lounge.

SECTION 3. Sections 18.19.040 and 18.19.050 of the Gardena Zoning Code relating to uses allowed in the Mixed Use Overlay (MUO) Zone are hereby amended to read as follows:

18.19.040 Uses permitted subject to a conditional use permit.

The following uses may be permitted in a mixed use development under a conditional use permit in accordance with the procedures set forth in Chapter [18.46](#):

- A. Bars and nightclubs;
- B. Restaurants, coffee shops (drive-thru);
- C. Supermarkets;
- D. Public assembly:
 - 1. Lodges and meeting halls,

2. Museums,

3. Theaters (cinema and otherwise);

E. Pharmacies (drive-thru);

F. Health clubs of more than ten thousand square feet;

G. Retail sales and service:

1. Clothing stores of more than five thousand square feet,

2. Department and furniture stores of more than five thousand square feet,

3. Hardware and paint stores of more than five thousand square feet,

4. Television, radio, and home appliance stores of more than five thousand square feet;

H. Computer internet and amusement facilities;

I. Live-work in conjunction with:

1. Restaurants; or

2. Any use that may result in exterior or interior noise levels in excess of city residential noise standards;

J. Churches;

K. Massage establishments that are not otherwise subject to an exception pursuant to Section [5.48.030](#), except no massage establishment shall be allowed to locate in a live-work unit.

[L. Cigar and hookah lounges in compliance with section 18.46.030C.30.](#)

18.19.050 Uses prohibited.

A. All uses not listed in Sections [18.19.030](#) and [18.19.040](#) are deemed to be expressly prohibited in the MUO zone, except those determined to be similar pursuant to the provisions of Section [18.42.040](#);

B. Home sharing rentals; and

C. Short-term rentals.

D. Significant tobacco retailers.

SECTION 4. Section 18.19A.050 relating to uses prohibited in the Artesia Mixed Use (AMU) zone is hereby amended to read as follows:

18.19A.050 Uses prohibited.

All uses not listed in Sections [18.19A.030](#) and [18.19A.040](#) are deemed to be expressly prohibited, except those determined to be similar pursuant to the provisions of Section [18.42.040](#). No similar use determination may be made for the following specific uses, which are deemed to be either incompatible with the uses permitted in the ~~G-3AMU~~ zone and are therefore prohibited or otherwise prohibited:

A. Residential.

1. Any residential units other than live-work north of Main Street;
2. Home sharing rentals; and
3. Short-term rentals.

B. Commercial.

1. Any commercial uses other than live-work south of Main Street;
2. Fitness and training facilities.

3. Significant tobacco retailers.**C. Live-Work.**

1. Industrial uses;
2. Wholesaling and warehousing;
3. Outdoor sales;
4. Adult-oriented businesses as defined by Section [18.62.020](#)(G).

SECTION 5. Sections 18.20.030 and 18.20.040 relating to uses allowed in the Commercial Residential (C-R) zone are hereby amended to read as follows:

18.20.030 Uses permitted subject to a conditional use permit.

The following uses, after a public hearing, may be permitted in accordance with the procedures set forth in Chapter [18.46](#):

A. Establishments serving alcoholic beverages for consumption on the premises provided the establishment of such a business would not adversely affect the health, safety and general welfare of the community;

B. Lodges and meeting halls;

C. Vocational colleges, such as barber and beauty colleges, modeling schools and medical training and trade schools;

D. Mobile homes certified under the National Mobile Home Construction and Safety Standards Act of 1974 ([42](#) U.S.C. Section [5401](#) et seq.) on a foundation system, pursuant to Section [18551](#) of the Health and Safety Code of the state. Further, such mobile homes shall be occupied only as a residential use type and shall be subject to any and all property development standards of the zone;

E. Amusement arcades;

F. Churches and related facilities. Related facilities do not include day care facilities, schools (kindergarten through twelfth grade), and rectories, convents, parsonages or minister's residences; and

G. Those uses permitted with a conditional use permit, pursuant to Section 18.46.030C.

H. Cigar and hookah lounges in compliance with section 18.46.030C.30.

18.20.040 Uses prohibited.

The following uses are deemed to be incompatible with the uses set forth in Sections [18.20.020](#) and [18.20.030](#) and are therefore prohibited:

A. Motor vehicle dealerships;

B. Automobile service stations;

C. Car wash facilities;

D. Fast food and drive-in restaurants;

E. Industrial uses;

F. Motels and hotels;

G. Commercial uses other than those specifically listed or provided for in Sections [18.20.020](#) and [18.20.030](#);

H. Adult-oriented businesses as defined by Section [18.62.020](#);

I. It is unlawful to sell, contract to sell, offer to sell, display for the purpose of sale, or permit the sale of any vehicle from a vacant or unimproved lot. "Vehicle," as used in this subsection, means and includes everything so defined in the Vehicle Code of the state and, in addition, boats;

J. Swap meets;

K. Automobile repair facilities;

L. Home sharing rentals;

M. Short-term rentals; ~~and~~

N. Significant tobacco retailers; and

ON. Any other use not listed in Section [18.20.020](#), [18.20.025](#), or [18.20.030](#), except those determined to be similar pursuant to the provisions of Section [18.42.040](#).

SECTION 6. Sections 18.26.030 and 18.26.040 of the Gardena Zoning Code relating to uses allowed in the Business and Professional Office (C-P) zone are hereby amended to read as follows:

18.26.030 Uses permitted subject to a conditional use permit.

The following uses may be permitted in the C-P zone subject to a conditional use permit in accordance with the procedures set forth in Chapter [18.46](#) of this code:

A. Lodges and meeting halls;

B. Museums;

C. Office supply stores;

D. Public parking lots;

E. Establishments serving alcoholic beverages for consumption on the premises provided the establishment of such a business would not adversely affect the health, safety and general welfare of the community;

F. Group care facilities and community care facilities, but excluding community care facilities for residential uses for less than seven persons;

G. Vocational colleges, such as barber and beauty colleges, modeling schools and medical training and trade schools;

H. Health facilities;

I. Day care facilities;

J. Hospitals;

K. Amusement arcades;

L. Urgent care centers;

M. Massage establishments that are not otherwise subject to an exception pursuant to Section [5.48.030](#);

N. Churches and related facilities. Related facilities do not include day care facilities, schools (kindergarten through twelfth grade), and rectories, convents, parsonages or minister's residences:-

O. Cigar and hookah lounges in compliance with section 18.46.030C.30:

PQ. Those uses permitted with a conditional use permit, pursuant to Section 18.46.030C.

18.26.040 Uses prohibited.

The following uses are hereby expressly prohibited in the C-P zone, except as otherwise provided in Sections [18.26.020](#) and [18.26.030](#):

A. Residential uses;

B. Any combination of residential and nonresidential uses in any building or structure or on any lot;

C. Industrial uses;

D. Uses other than those specifically set forth or provided for in Sections [18.26.020](#) and [18.26.030](#), except those determined to be similar pursuant to the provisions of Section [18.42.040](#);

E. Outdoor sales, including sales of products from trucks, conducted on vacant lots and outdoor sales of products not related to the business conducted on the premises;

F. Adult-oriented businesses as defined by Section 18.62.020G;

G. It is unlawful to sell, contract to sell, offer to sell, display for the purpose of sale, or permit the sale of any vehicle from a vacant or unimproved lot. "Vehicle," as used in this subsection, means and includes everything so defined in the Vehicle Code of the state and, in addition, boats;

H. Significant tobacco retailers.

SECTION 7. Sections 18.30.030 and 18.30.040 of the Gardena Zoning Code relating to uses allowed in the Commercial (C-2) zone are hereby amended to read as follows:

18.30.030 Uses permitted subject to a conditional use permit.

The following uses may be permitted subject to issuance of a conditional use permit pursuant to the provisions of Chapter [18.46](#) of this code:

A. Establishments selling or serving alcoholic beverages for consumption on or off the premises;

B. Day care facilities;

C. Group care facilities and community care facilities, but excluding community care facilities for residential uses for less than seven persons;

D. Hospitals;

E. Amusement arcades;

F. Health facilities;

G. Massage establishments that are not otherwise subject to an exception pursuant to Section [5.48.030](#);

H. Urgent care centers;

I. Churches and related facilities. Related facilities do not include day care facilities, schools (kindergarten through twelfth grade), and rectories, convents, parsonages or minister's residences;

J. Self-service laundromats;

K. Supermarkets;

L. Cigar and hookah lounges in compliance with section 18.46.030C.30; and

~~ML~~. Those uses permitted with a conditional use permit, pursuant to Section 18.46.030C.

18.30.040 Uses prohibited.

All uses not listed in Sections [18.30.020](#) and [18.30.030](#) are deemed to be expressly prohibited, except those determined to be similar pursuant to the provisions of Section [18.42.040](#). No similar use determination may be made for the following specific uses, which are deemed to be ~~either~~ incompatible with the uses permitted in the C-2 zone or otherwise ~~and are therefore~~ prohibited:

A. Residential uses;

B. Any combination of residential and nonresidential uses in any building or structure or on any lot;

C. Hotels and motels;

D. Industrial uses;

E. Laboratories, other than medical and dental;

F. Wholesaling and warehousing;

G. ~~(Deleted)~~ Significant tobacco retailer;

H. Outdoor sales, including sales of products from trucks, conducted on vacant lots and outdoor sales of products not related to the business conducted on the premises;

I. Adult-oriented businesses as defined by Section 18.62.020G;

J. It is unlawful to sell, contract to sell, offer to sell, display for the purpose of sale, or permit the sale of any vehicle from a vacant or unimproved lot. "Vehicle," as used in this subsection, means and includes everything so defined in the Vehicle Code of the state and, in addition, boats;

K. Swap meets.

SECTION 8. Sections 18.32.030 and 18.32.040 of the Gardena Zoning Code relating to uses allowed in the General Commercial (C-3) zone are hereby amended to read as follows:

18.32.030 Uses permitted subject to a conditional use permit.

The following uses may be permitted in the C-3 zone subject to the issuance of a conditional use permit in accordance with the procedure set forth in Chapter [18.46](#):

- A. Car wash facilities;
- B. Establishments selling or serving alcoholic beverages for consumption on or off the premises;
- C. Group care facilities and community care facilities, but excluding community care facilities for residential uses for less than seven persons;
- D. Recreational vehicle storage facilities, provided they are not located on arterial and major collector streets;
- E. Motor vehicle dealerships;
- F. Hospitals;
- G. Day care facilities;
- H. Amusement arcades;
- I. Hotels and motels, subject to the requirements set forth in Section 18.46.030C.15;
- J. Amenity hotels, subject to the requirements set forth in Section 18.46.030C.29;
- K. Health facilities;
- L. Massage establishments that are not otherwise subject to an exception pursuant to Section [5.48.030](#);
- M. Urgent care center;
- N. Vocational colleges, such as barber and beauty colleges, modeling schools and medical training and trade schools;
- O. Churches and related facilities. Related facilities do not include day care facilities, schools (kindergarten through twelfth grade), and rectories, convents, parsonages or ministers' residences;
- P. Automobile service stations;
- Q. Self-service laundromats;
- R. Neighborhood markets;
- S. Health clubs;

T. Supermarkets;

U. Lodges and meeting halls;

V. Cigar and hookah lounges in compliance with section 18.46.030C.30;

~~WV~~. Those uses permitted with a conditional use permit, pursuant to Section 18.46.030C.

18.32.040 Uses prohibited.

All uses not listed in Sections [18.32.020](#) and [18.32.030](#) are deemed to be expressly prohibited, except those determined to be similar pursuant to the provisions of Section [18.42.040](#). No similar use determination may be made for the following specific uses, which are deemed to be either incompatible with the uses permitted in the C-3 zone ~~and are therefore~~ otherwise prohibited:

A. Residential uses;

B. Any combination of residential and nonresidential uses in any building or structure or on any lot;

C. Industrial uses;

D. Wholesaling and warehousing;

E. Outdoor sales, including sales of products from trucks, conducted on vacant lots and outdoor sales of products not related to the business conducted on the premises;

F. It is unlawful to sell, contract to sell, offer to sell, display for the purpose of sale, or permit the sale of any vehicle from a vacant or unimproved lot. "Vehicle," as used in this subsection, means and includes everything so defined in the Vehicle Code of the state and, in addition, boats;

G. Swap meets;

H. Adult-oriented businesses as defined by Section 18.62.020G;

I. Significant tobacco retailers-

SECTION 9. Sections 18.34.030 and 18.34.040 of the Gardena Zoning Code relating to uses allowed in the Heavy Commercial (C-4) zone are hereby amended to read as follows:

18.34.030 Uses permitted subject to a conditional use permit.

The following uses may be permitted in the C-4 zone subject to the issuance of a conditional use permit in accordance with the procedure set forth in Chapter [18.46](#):

- A. Car wash facilities;
- B. Establishments selling or serving alcoholic beverages for consumption on or off the premises;
- C. Recreational vehicle storage facilities;
- D. Amusement arcades;
- E. Hotels and motels, subject to the requirements set forth in Section 18.46.030C.15;
- F. Amenity hotels, subject to the requirements set forth in Section 18.46.030C.29;
- G. Health facilities;
- H. Group care facilities and community care facilities, but excluding community care facilities for residential uses for less than seven persons;
- I. Hospitals;
- J. Urgent care centers;
- K. Churches and related facilities. Related facilities do not include day care facilities, schools (kindergarten through twelfth grade), and rectories, convents, parsonages or ministers' residences;
- L. Motor vehicle dealerships;
- M. Automobile service stations;
- N. Self-service laundromats;
- O. Neighborhood markets;
- P. Supermarkets;
- Q. Health clubs;
- R. Lodges and meeting halls;
- S. Drive-in restaurant;

T. Drive-in theaters;

U. Golf driving range and golf pitch and putt courses;

V. Taxicab services;

W. Massage establishments that are not otherwise exempt from the requirements of Chapter [5.48](#);

X. Self-storage facilities; provided, that the self-storage units do not exceed more than seventy-five feet of ground floor street frontage on a major collector or arterial street, or are otherwise buffered by another allowed, or conditionally allowed, use, including a retail component of the facility, and subject to the requirements set forth in Section 18.46.030C.17; ~~and~~

Y. Cigar and hookah lounges in compliance with section 18.46.030C.30;

~~Z~~. Those uses permitted with a conditional use permit, pursuant to Section 18.46.030C.

18.34.040 Uses prohibited.

All uses not listed in Sections [18.34.020](#) and [18.34.030](#) are deemed to be expressly prohibited, except those determined by the commission to be similar pursuant to the provisions of Section [18.42.040](#). The following specific uses are deemed to be incompatible with the uses permitted in the C-4 zone ~~and are therefore~~ otherwise prohibited:

A. Residential uses;

B. Any combination of residential and nonresidential uses in any building or structure or on any lot;

C. Industrial uses;

D. Wholesaling and warehousing;

E. Commercial uses other than those specifically listed or provided for in Sections [18.34.020](#) and [18.34.030](#);

F. Outdoor sales, including sales of products from trucks, conducted on vacant lots and outdoor sales of products not related to the business conducted on the premises;

G. Adult-oriented businesses as defined by Section 18.62.020G of this code;

H. It is unlawful to sell, contract to sell, offer to sell, display for the purpose of sale, or permit the sale of any vehicle from a vacant or unimproved lot. "Vehicle," as used in this subsection, shall mean and include everything so defined in the Vehicle Code of the state and, in addition, boats;

I. Swap meets;

J. Significant tobacco retailers.

SECTION 10. Section 18.36.030 and 18.36.050 of the Gardena Zoning Code relating to uses allowed in the Industrial (M-1) zone are hereby amended to read as follows:

18.36.030 Uses permitted subject to a conditional use permit.

Provided all activities are within an enclosed building, unless otherwise provided, the following uses may be permitted in the M-1 zone, subject to the issuance of a conditional use permit in accordance with the procedures set forth in Chapter [18.46](#):

A. Ambulance services, provided they are not located on arterial and major collector streets.

B. Automobile repair facilities, provided they are not located on arterial and major collector streets.

C. Automobile service stations.

D. Building supply centers.

E. Car wash facilities.

F. Churches and related facilities, subject to the requirements set forth in Section 18.46.030C.16. Related facilities do not include day care facilities, schools (kindergarten through twelfth grade), and rectories, convents, parsonages, or ministers' residences.

G. Contractor businesses; provided they are not located on arterial and major collector streets.

H. Establishments selling or serving alcoholic beverages for off- or on-premises consumption.

I. Health facilities.

J. Hotels and motels, subject to the requirements set forth in Section 18.46.030C.15.

K. Amenity hotels, subject to the requirements set forth in Section 18.46.030C.29.

L. Recreational vehicle storage facilities, provided they are not located on arterial and major collector streets.

M. Self-storage facilities, at least five thousand feet from another similar facility and not located along a major collector or arterial street, subject to the requirements set forth in Section 18.46.030C.17.

N. Urgent care centers.

O. Warehouse uses subject to the requirements set forth in Section 18.46.030C.18.

P. Single room occupancy ("SRO") residential units subject to the following requirements in addition to the other requirements of Chapter [18.46](#):

1. Each room shall have a minimum floor area of one hundred fifty square feet and a maximum floor area of three hundred fifty square feet, which may include bathroom and/or kitchen facilities.

2. Dwelling units shall be offered for rent on a monthly basis or longer.

3. An SRO unit shall accommodate a maximum of two persons.

4. Each SRO development shall provide a minimum common area of ten square feet for each unit or two hundred fifty square feet, whichever is greater. All common areas shall be within the structure. Dining rooms, meeting rooms, recreational rooms, or other similar areas approved by the community development director may be considered common areas. Shared bathrooms, kitchens, janitorial storage, laundry facilities, common hallways, and other similar types of areas shall not be considered as common areas.

5. If a full kitchen is not provided in each SRO unit, common kitchen facilities shall be provided in the development. A full kitchen includes a sink, refrigerator, and a stove, range top and/or oven.

6. Each SRO unit shall have a private toilet in an enclosed compartment with a door and a sink, in addition to a kitchen sink if one is provided. The compartment shall be a minimum of fifteen square feet. If private bathing facilities are not provided for each unit, shared shower or bathtub facilities shall be provided in accordance with the most recent edition of the California Building Code for congregate residences. However, in no event shall there be less than one full shower or bathtub for every three units, and shower and bathtub facilities shall be located on each floor. Shared shower and bathtub facilities shall be accessible from a common area or hallway and shall be provided with an interior lockable door.

7. Each SRO unit shall have a separate closet.

8. Laundry facilities shall be provided in a separate room at the ratio of one washer and dryer for every ten units, with at least one washer and dryer per floor.

9. A cleaning supply room or utility closet with a wash tub with hot and cold running water shall be provided on each floor.

10. Parking shall be provided for an SRO facility at the rate of one parking space per unit plus an additional two spaces for the resident manager.

11. A management plan shall be submitted with the conditional use permit application for an SRO development, which shall be approved by the planning commission. The management plan must address management and operation of the facility, rental procedures, safety and security of the residents, and building maintenance. A twenty-four-hour resident manager shall be provided for any single-room occupancy with ten or more units. An on-site manager and a manager's office shall be provided for any SRO development with nine or less units; the manager must maintain hours in the office for at least thirty hours a week.

Q. Cigar and hookah lounges in compliance with section 18.46.030C.30.

18.36.050 Uses prohibited.

All uses not listed in Sections [18.36.020](#) and [18.36.030](#) are deemed to be expressly prohibited, except those determined to be similar pursuant to the provisions of Section [18.42.040](#). No similar use determination may be made for the following specific uses, which are deemed to be incompatible with the uses permitted in the M-1 zone and are therefore prohibited:

A. Cocktail lounges;

B. Displays and sales of motor vehicles from vacant or unimproved lots;

C. Outdoor sales conducted on vacant lots and not related to the business on the premises; ~~and~~

D. Residential uses; ~~and-~~

E. Significant tobacco retailers.

SECTION 11. Section 18.46.030 of the Gardena Municipal Code is hereby amended by adding a new C.30 to read as follows:

30. Cigar and hookah Lounges ("Lounge") as allowed in the MUO, C-R, C-P, C-2, C-3, C-4, M-1, and M-2 zones shall comply with the following requirements:

a. The Lounge has a valid tobacco retailers permit, pursuant to Chapter 5.52 of this Code;

b. Entry is prohibited to anyone under the age of 21 years and a sign is posted to that effect at the entrance;

c. No person who is obviously intoxicated or under the influence of any intoxicating drug or beverage shall be permitted entry;

d. The Lounge must have a stand-alone ventilation system that is not shared with any other business or any portion of the building in which the Lounge is located;

e. No advertisement, or display, of tobacco products shall be visible from the front of the business; and

f. The Lounge shall be in compliance with all City, state and federal laws and regulations.

SECTION 12. CEQA. This Ordinance is categorically exempt from CEQA pursuant to the common sense exemption set forth in Guidelines section 15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity will have a significant effect, the activity is not subject to CEQA. The changes are not for any specific project but is regulatory in nature and therefore will not impact any environmental resource of hazardous or critical concern, will not create cumulative impacts, or impacts to scenic highways, hazardous waste sites, or historical resources. As such, staff is directed to file a Notice of Exemption

SECTION 13. Severability. If any provision of this Ordinance is held to be unconstitutional, it is the intent of the City Council that such portion of this Ordinance be severable from the remainder and that the remainder be given full force and effect.

SECTION 14. Certification. The City Clerk shall certify to the adoption of this Ordinance.

SECTION 15. Effective Date. This Ordinance shall take effect on the thirty-first day after passage, and on that date Urgency Ordinance No. 1867 shall be of no further force or effect.

SECTION 16. Effect on Existing Uses. This Ordinance shall not apply to any cigar or hookah lounge that is legally existing as of April 23, 2024. Legally existing means that in addition to any required city licenses and permits, the business has the required state license and a tobacco retailers permit from the City.


PASSED, APPROVED AND ADOPTED this 14th day of May 2024.

TASHA CERDA, Mayor

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:



Carmen Vasquez, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.H
Section: CONSENT CALENDAR
Meeting Date: May 14, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approval of Final Tract Map No. 83979

CONTACT: PUBLIC WORKS

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council :

1. Find the final map complies with the Subdivision Map Act and the Subdivision Ordinance of the City.
2. Find the final map in compliance and consistent with the previously approved tentative map and the Mitigating measures of the environmental review.
3. Approve the final tract map.

On July 3, 2018, the Planning and Environmental Quality Commission approved tentative Tract Map 83979. The approved tentative tract map incorporated all requirements of the City of Gardena, including the Planning and Environmental quality Commission. The final map has been checked by LA County Public Works for compliance with the State Subdivision Map Act, the City of Gardena Public Works Department for compliance with local requirements, and Community Development Department for compliance with Land Use General plan Requirements, and the City Treasurer for outstanding assessments.

All departments have reviewed the map and did not find any violations. The map is acceptable and ready for recordation. This map can be found on file in Engineering.

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

[Tract Map No. 83979.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager

1 LOT
14,936 SQ.FT.

SHEET 1 OF 3 SHEETS

TRACT NO. 83979

IN THE CITY OF GARDENA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 61 AND 62, TRACT
NO. 4617 AS PER MAP RECORDED IN BOOK 53,
PAGE 69 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE CITY OF GARDENA AN EASEMENT FOR STREETS, HIGHWAYS AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

FM MARKETING & PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OWNER

BY *Fahim Mansour*

PRINTED NAME: FAHIM MANSOUR TITLE: OWNER

CENTER STREET LENDING VIII SPE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER DEED OF TRUST RECORDED JANUARY 12, 2022, AS INSTRUMENT NO. 20220045747

BY: *Michael A Marshall*

PRINTED NAME: MICHAEL A MARSHALL TITLE: ASSISTANT MANAGER

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N89°54'16"W OF THE CENTERLINE OF 149TH STREET, AS SHOWN ON MAP OF TRACT NO. 46346 FILED IN BOOK 1176, PAGES 57 THROUGH 59 OF MAPS, RECORDS OF LOS ANGELES COUNTY.

CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 6 (SIX) UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS

SIGNATURE OMISSION NOTE:

THE SIGNATURE OF REUEL J. NOYES AND MILLIE NOYES, HUSBAND AND WIFE AS JOINT TENANTS FOR OIL AND GAS OR OTHER MATERIALS RECORDED ON JANUARY 21, 1922 IN BOOK 869, PAGE 108 OF OFFICIAL RECORDS HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(C) OF THE SUBDIVISION MAP ACT AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF CITIZENS SECURITY COMPANY, A CORPORATION, FOR OIL, GAS OR MINERAL RIGHTS BY DOCUMENT RECORDED ON APRIL 15, 1924, IN BOOK 4031, PAGE 1, OFFICIAL RECORDS HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(C) OF THE SUBDIVISION MAP ACT AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS



ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN JUNE 22, 2023, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FM MARKETING AND PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON JUNE 1, 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY POSITIONS INDICATED; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

GARY J. ROEHL
R.C.E. NO. 30826, EXPIRES: MARCH 31, 2026

3-18-2024
DATE

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF GARDENA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER, CITY OF GARDENA

4/18/2024
DATE

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GARDENA BY MOTION ADOPTED AT ITS SESSION ON THE _____ DAY OF _____, 20____, APPROVED THE ANNEXED MAP AND ACCEPTED ON BEHALF OF THE PUBLIC THE EASEMENT FOR STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN HEREON.

CITY CLERK, CITY OF GARDENA

DATE

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF LOCAL ORDINANCES OF THE CITY OF GARDENA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF SUBDIVISION MAP ACT SECTION 66442 (A)(1),(2), AND (3) HAVE BEEN COMPLIED WITH.

H. Allan Rigg
H. ALLAN RIGG, R.C.E. 049632, CITY OF GARDENA
DIRECTOR OF PUBLIC WORKS, CITY ENGINEER

4/23/24
DATE

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY SURVEYOR

BY DIEGO G. RIVERA, DEPUTY
L.S. NO. 9742

DATE

COUNTY TAX CERTIFICATES

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____
DEPUTY

DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 83979 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____
DEPUTY

DATE

TRACT NO. 83979

IN THE CITY OF GARDENA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT
TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS,
ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON March 6, 2024, BEFORE ME, Mark Trevor Conrad

A NOTARY PUBLIC, PERSONALLY APPEARED Fahim Mansour, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME
THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY
UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: Mark Trevor Conrad

PRINTED NAME: Mark Trevor Conrad

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY

MY COMMISSION NO. 2350972

MY COMMISSION EXPIRES: March 11, 2025

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT
TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS,
ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF ~~LOS ANGELES~~) Orange

ON March 13, 2024, BEFORE ME, Georgia Kelley

A NOTARY PUBLIC, PERSONALLY APPEARED Michael Marshall, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME
THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY
UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: Georgia Kelley

PRINTED NAME: Georgia Kelley

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY

MY COMMISSION NO. 2462385

MY COMMISSION EXPIRES: Oct. 6, 2027

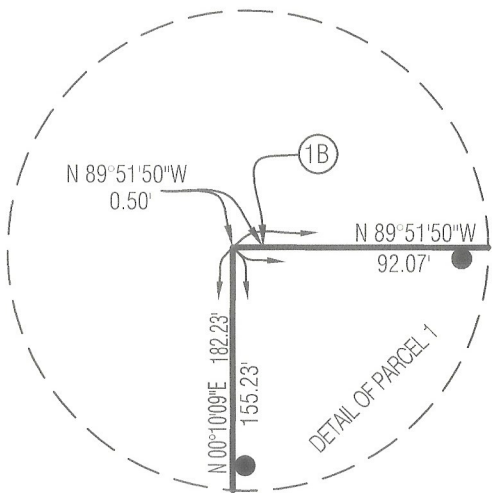
TRACT NO. 83979

IN THE CITY OF GARDENA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

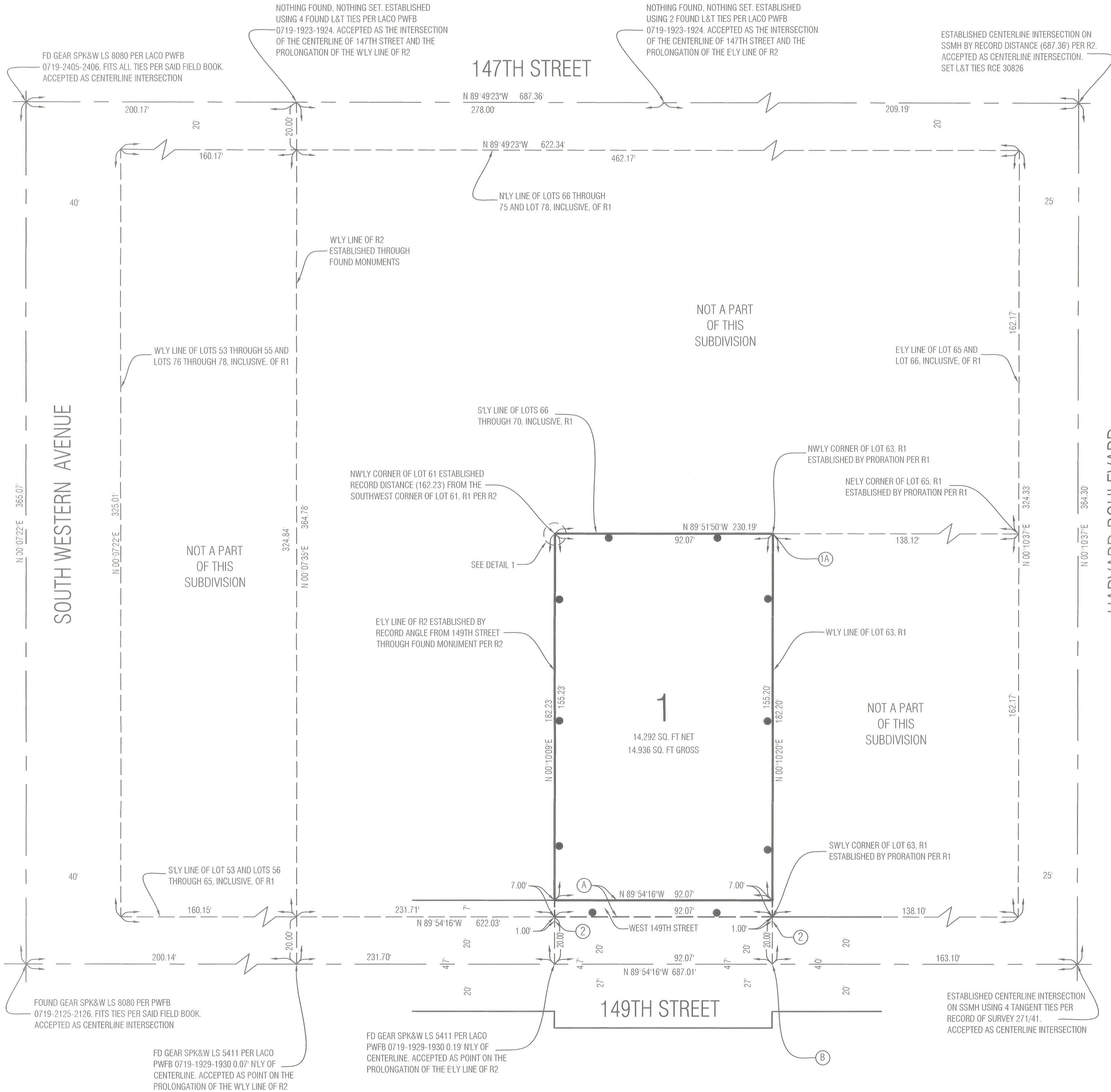


DETAIL 1
NOT TO SCALE



LEGEND:

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- R1 TRACT NO. 4617, M.B. 53-69
- R2 TRACT NO. 46346, M.B. 1176-57-59
- R3 PWFB 0719-2487-2488
- (1A) SET L&T RCE 30826 ON TOP OF BLOCK WALL ON PROPERTY CORNER, 6.5' ABOVE GRADE
- (1B) SET L&T RCE 30826 ON TOP OF BLOCK WALL, 3.5' ABOVE GRADE
- (2) FOUND L&T LS 8414 PER PWFB 0719-2487-2488
- (A) EASEMENT TO THE CITY OF GARDENA, A MUNICIPAL CORPORATION FOR PUBLIC ROAD/STREET PURPOSES DEDICATED HEREON
- (B) SET GEAR S&W RCE 30826





City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.I
Section: CONSENT CALENDAR
Meeting Date: May 14, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6666: Authorizing the City Manager to Execute an Agreement for the Elderly Nutrition Program on Behalf of the City for Fiscal Year 2024-2025.

CONTACT: RECREATION AND HUMAN SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Resolution No. 6666 which designates the City Manager as the authorized representative to execute the Elderly Nutrition Program Agreement between the City of Gardena and Los Angeles County's Aging and Disabilities Department for Fiscal Year 2024-2025. The Elderly Nutrition Program includes serving congregate and home-delivered meals as well as conducting telephone reassurance to the older adult population.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[Resolution No. 6666.pdf](#)

APPROVED:

Clint Osorio, City Manager

RESOLUTION NO. 6666

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM ON BEHALF OF THE CITY FOR FISCAL YEAR 2024/2025.

WHEREAS, the City of Gardena has established a congregate and home-delivered meals program for seniors through its Recreation and Human Services Department; and

WHEREAS, the County of Los Angeles Aging and Disabilities Department has been awarded the funds for providing services for older adults under the Older Americans Act; and

WHEREAS, the City of Gardena wishes to submit a signed, executed Elderly Nutrition Program agreement; and

WHEREAS, in order to certify the approval of City Council to enter into this transaction with the County of Los Angeles Aging and Disabilities Department for the purpose of providing seniors with nutritious meals for Fiscal Year 2024/2025, it is necessary that this resolution be adopted.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. Designates the City Manager as authorized to sign the Elderly Nutrition Program agreement, binding the City to the Subaward (and any amendments or addendums thereto), and approve and accept Subaward funds on behalf of the City.

SECTION 2. The Mayor, or presiding officer, is hereby authorized to affix her signature to this resolution signifying its adoption by the City Council of the City of Gardena and the City Clerk, or her duly appointed assistant, is directed to attest thereto.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 14th day of May, 2024.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.J
Section: CONSENT CALENDAR
Meeting Date: May 14, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6667: Authorizing the City Manager to Execute an Agreement for the Supportive Services Program on Behalf of the City for Fiscal Year 2024-2025

CONTACT: RECREATION AND HUMAN SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Resolution No. 6667 which designates the City Manager as the authorized representative to execute the Supportive Services Program Agreement between the City of Gardena and Los Angeles County's Aging and Disabilities Department for Fiscal Year 2024-2025. The Supportive Services Program provides seniors throughout Gardena with vital in-home care assistance and case management services.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[Resolution No. 6667.pdf](#)

APPROVED:

Clint Osorio, City Manager

RESOLUTION NO. 6667

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SUPPORTIVE SERVICES PROGRAM ON BEHALF OF THE CITY FOR FISCAL YEAR 2024/2025.

WHEREAS, the City of Gardena has established an in-home help program for seniors through its Recreation and Human Services Department; and

WHEREAS, the County of Los Angeles Aging and Disabilities Department has been awarded the funds for providing services for older adults under the Older Americans Act; and

WHEREAS, the City of Gardena wishes to submit a signed, executed Supportive Services Program agreement; and

WHEREAS, in order to certify the approval of City Council to enter into this transaction with the County of Los Angeles Aging and Disabilities Department for the purpose of providing seniors with vital in-home care assistance for Fiscal Year 2024/2025, it is necessary that this resolution be adopted.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. Designates the City Manager as authorized to sign the Supportive Services Program agreement, binding the City to the Subaward (and any amendments or addendums thereto), and approve and accept Subaward funds on behalf of the City.

SECTION 2. The Mayor, or presiding officer, is hereby authorized to affix her signature to this resolution signifying its adoption by the City Council of the City of Gardena and the City Clerk, or her duly appointed assistant, is directed to attest thereto.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 14th day of May, 2024.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Regular PEQC Meeting Notice and Agenda

Website: www.cityofgardena.org

Tuesday, May 7, 2024 – 7:00 PM

Council Chamber at City Hall
1700 W. 162nd Street, Gardena, California

6. **PUBLIC HEARING ITEMS**

6.A **CONDITIONAL USE PERMIT #2-24**

The Planning Commission considered a request for a conditional use permit to allow the sale of beer and wine for on-site consumption in conjunction with a new sushi restaurant within an existing supermarket located at 1740 W Artesia Blvd.

Environmental Determination: The Planning Commission reviewed a determination that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15301, as an Existing Facilities project.

Project Location: 1740 W. Artesia Blvd

[Staff Report \(CUP #2-24\).pdf](#)

[Resolution \(CUP2-24\).pdf](#)

[Conditions of Approval \(CUP 2-24\)](#)

[Floor Plan and Site Plan.pdf](#)

Commission Action: The Planning Commission approved Resolution No. PC 9-24, by a vote of 5-0, approving Conditional Use Permit #2-24, subject to the conditions of approval presented by staff, and directed staff to file a Notice of Exemption.

City Council Action: Receive and file **OR** call for review by way of two votes from the City Council.

6.B **SITE PLAN REVIEW #7-23, ENVIRONMENTAL ASSESSMENT #21-23; AND DENSITY BONUS REQUEST**

The Planning Commission considered a request for a site plan review and density bonus request for the development of a multi-family residential housing project consisting of 300 apartment units, including 17 affordable units, in a six-story, podium apartment building with one subterranean level for parking, in the Very-High Density Multifamily Residential zone.

Environmental Determination: The Planning Commission considered a recommendation to the City Council to determine whether the project meets the requirements pursuant to California Public Resources Code (PRC) Section 21155, whether to approve the Sustainable Communities Environmental Assessment (SCEA) (SCH #2024020743), make the findings, and adopt the Mitigation Monitoring and Reporting Program (MMRP) for the 1610 West Artesia Boulevard project.

Project Location: 1610 W. Artesia Boulevard

[Staff Report \(1610 W Artesia Blvd\).pdf](#)

[Resolution No. PC 11-24 \(SCEA\).pdf](#)

[City Council Resolution No. 6668 \(SCEA\).pdf](#)

[Draft SCEA 1610 W Artesia Blvd.pdf](#)

[Final SCEA 1610 W Artesia Blvd.pdf](#)

[Mitigation Monitoring Program.pdf](#)

[Resolution No. PC 12-24.pdf](#)

[Conditions of Approval 1610 W Artesia Blvd.pdf](#)

[Architectural Plans 1610 W Artesia Blvd.pdf](#)

[Affordable Housing Agreement.pdf](#)

[Letters of Support from Local Businesses.pdf](#)

Commission Action: The Planning Commission adopted the following resolutions:

- Resolution No. PC 11-24, by a vote of 4-1, recommending that the City Council approve the Sustainable Communities Environmental Assessment (SCEA), make the proper findings, and adopt the Mitigation Monitoring and Reporting Program for the 1610 West Artesia Boulevard project; and
- Resolution No. PC 12-24, by a vote of 4-1, approving Site Plan Review #7-23, and Density Bonus Request, subject to the attached conditions of approval and contingent on the approval from the City Council for the SCEA prepared for the project.

City Council Action:

- A public hearing before the City Council will be held on May 28, 2024, for the consideration of adopting the SCEA findings and Mitigation Monitoring Program prepared for the project.
- The City Council may receive and file the Planning Commission's approval of Site Plan Review #7-23 and Density Bonus request **OR** call the items for review, by way of two votes from the City Council. As mentioned above, the SCEA is tentatively scheduled to be heard on May 28, 2024. If two members of the City Council independently call the matter for review prior to the close of business on May 10, 2024, the review will be heard on May 28, 2024 as well. If the matter were called for review after May 10, 2024, the hearing on the SCEA will be continued until the June 11, 2024 meeting.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.A
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: May 14, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 1870,
Authorizing an Amendment to the Contract Between the Board of Administration of the Public
Employees' Retirement System and the City of Gardena

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Ordinance No. 1870

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Ordinance No. 1870, authorizing an amendment to the City's contract with the Board of Administration of the California Public Employees' Retirement System ("CalPERS") to allow cost sharing of the employer contribution pursuant to Government Code Section 20516 for members of the Gardena Municipal Employees Association ("GMEA"), Gardena Management Employees Organization ("GMEO"), and Unrepresented/Confidential Personnel ("Unrepresented").

On April 9, 2024, Councilmember Rodney Tanaka introduced and the City Council conducted the first reading of Ordinance No. 1870 at a Noticed Public Hearing to amend the City's contract with CalPERS. Per Government Code Section 20471, the City Council must conduct the second and final reading no less than twenty (20) days following the first reading and the adoption of the Intention. This is the second reading of Ordinance No. 1870 and is now before the City Council for adoption.

The amendment to the contract between CalPERS and the City of Gardena allows members of the GMEA, GMEO and Unrepresented to pay an additional one percent (1%) of their compensation towards the employer contribution rate on a pre-tax basis. All groups agreed to the cost sharing arrangements as adopted by City Council through GMEA, GMEO MOU's and Resolution No. 6565.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[ORDINANCE NO. 1870.pdf](#)
[Amendment to Contract.pdf](#)
[CON-5.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager

ORDINANCE NO. 1870

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM ("CALPERS") AND THE CITY OF GARDENA

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:

SECTION 1. That an amendment to the contract between the Gardena City Council of the City of Gardena and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2. The Mayor of the Gardena City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 4. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

SECTION 5. Effective Date. This ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

ORDINANCE NO. 1870

Passed, approved, and adopted this _____ day of _____, 2024.

TASHA CERDA, Mayor

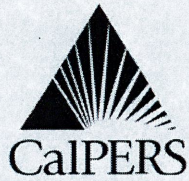
ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Gardena

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 1948, and witnessed July 1, 1948, and as amended effective December 1, 1948, July 1, 1956, July 1, 1957, August 1, 1963, January 1, 1967, March 25, 1973, November 1, 1977, December 11, 1977, June 11, 1978, February 4, 1979, April 1, 1979, August 14, 1983, June 1 1986, December 11, 1988, November 11, 1991, January 2, 1994, June 28, 1998, June 25, 2018, November 18, 2018, July 24, 2022, and October 29, 2023, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective October 29, 2023, and hereby replaced by the following paragraphs numbered 1 through 15 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 1948, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
10. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21573 (Third Level of 1959 Survivor Benefits).
 - b. Section 20042 (One-Year Final Compensation) for classic members only.
 - c. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance).
 - d. Section 21024 (Military Service Credit as Public Service) for local safety members only.
 - e. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From April 1, 1979, and until August 13, 1983, the normal local miscellaneous member contribution rate shall be 3.5% and the normal local safety member contribution rate shall be 3.0%. Legislation repealed said Section effective September 29, 1980.

- f. Section 20690, Statutes of 1980, (To Prospectively Revoke Section 20614, Statutes of 1978).
- g. Section 20965 (Credit for Unused Sick Leave).
- h. Section 20903 (Two Years Additional Service Credit).
- i. Section 20516 (Employees Sharing Additional Cost):

From and after November 18, 2018, 3% for local police members in the Gardena Police Officers Association.

From and after November 18, 2018, 3% for local police members in the Unrepresented Gardena Police Managers group.

From and after July 24, 2022, and until October 29, 2023, 1% for local miscellaneous members in the Gardena Municipal Employees Association.

From and after July 24, 2022, and until October 29, 2023, 1% for local miscellaneous members in the Gardena Management Employees Organization.

From and after July 24, 2022, and until October 29, 2023, 1% for local miscellaneous members in the Unrepresented Confidential group.

From and after October 29, 2023, and until the effective date of this amendment to contract, 2% for local miscellaneous members in the Gardena Municipal Employees Association.

From and after October 29, 2023, and until the effective date of this amendment to contract, 2% for local miscellaneous members in the Gardena Management Employees Organization.

From and after October 29, 2023, and until the effective date of this amendment to contract, 2% for local miscellaneous members in the Unrepresented Confidential group.

From and after the effective date of this amendment to contract, 3% for local miscellaneous members in the Gardena Municipal Employees Association.

From and after the effective date of this amendment to contract, 3% for local miscellaneous members in the Gardena Management Employees Organization.

From and after the effective date of this amendment to contract, 3% for local miscellaneous members in the Unrepresented Confidential group.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

11. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on June 11, 1998. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
12. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
13. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
14. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

15. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF GARDENA

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



**CERTIFICATION
OF
FINAL ACTION OF GOVERNING BODY**

I hereby certify that the City Council of the
(governing body)
City of Gardena
(public agency)

considered and adopted on May 14, 2024, by an affirmative vote of a
(date)

majority of the members of said Governing Body, **Ordinance / Resolution** No. 1870
approving the attached contractual agreement between the Governing Body of said Agency and
the Board of Administration of the California Public Employees' Retirement System, a certified
copy of said **Ordinance / Resolution** in the form furnished by said Board of Administration being
attached hereto.

Adoption of the retirement benefit increase/change was not placed on the consent calendar.

Clerk/Secretary

Title

Date _____



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.A
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: May 14, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Appeal of the denial of a business license from Soul Housing for the property at 15906 S Western Avenue in the City

COUNCIL ACTION REQUIRED:

Staff Recommendation: Staff respectfully recommends that the City Council, hold a hearing, receive testimony, and uphold the decision of the Community Development Director to deny the business license by Soul Housing for the property at 15902 S Western Avenue.

RECOMMENDATION AND STAFF SUMMARY:

In February of this year, the Community Development Department received a new business license application request by Soul Housing, looking to operate a new hotel/motel/inn business on the property at 15902 S Western Avenue.

After reviewing all the materials provided by the applicant, the Planning Division issued a determination that the intended use of the property by the applicant would fall under the City's definition of a group care facility.

At that time the applicant's business license applications for a hotel/motel/inn was denied.

On March 28, 2024, the office of the City Clerk received an appeal from Frank A. Weiser representing Eric Schames, pertaining to the denial of the business license application.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

[Staff Report.pdf](#)

[ATTACHMENT 1 - Application for Soul Housing.pdf](#)

[ATTACHMENT 2 - Director's Letter with attachments.pdf](#)

[ATTACHMENT 3 - Applicant's Appeal Letter.pdf](#)

[ATTACHMENT 4 - Lease Agreement.pdf](#)

[ATTACHMENT 5 - Business portfolio for Soul Housing.pdf](#)

[ATTACHMENT 6 - CalAim Agreement.pdf](#)

[ATTACHMENT 7 - Planning Division Zoning/Land Use Determination with attachments.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager



City of Gardena

City Council Meeting

Agenda Item No.: 13.A
Department: Community Development
Meeting Date: May 14, 2024

AGENDA STAFF REPORT

AGENDA TITLE: Appeal of the denial of a business license from Soul Housing for the property at 15906 S Western Avenue in the City

RECOMMENDATION:

Staff respectfully recommends that the City Council, hold a hearing, receive testimony, and uphold the decision of the Community Development Director to deny the business license by Soul Housing for the property at 15902 S Western Avenue.

BACKGROUND:

An application for new business license was submitted to the License Division of the Community Development Department ("Department") by Social Oriented United Living, Inc. (dba Soul Housing), looking to occupy the building at 15902 S Western Avenue (APN: 6105-010-068) as a hotel/motel/inn (**Attachment 1**).

As part of the business license application process, the Planning Division first conducts a zoning analysis, ensuring that every new business aligns with the City's Zoning Code, Title 18 of Gardena Municipal Code.

On March 14, 2024, the Planning Division conducted an assessment of the applicant's request for a business license as a hotel/motel/inn for the property, and after thoroughly assessing all materials provided by the applicant, concluded that the proposed use did not fall under the City's definition of a motel. Instead, the Planning Division determined that the applicant's proposed use should be classified as a group care facility, in accordance with the definition set forth in the Gardena Municipal Code.

On March 21, 2024, the Community Development Director, Greg Tsujiuchi, issued a letter to the applicant, Eric Schames, representing the business, informing the denial of the business license as a hotel/motel/inn (**Attachment 2**). At that time Mr. Tsujiuchi informed the applicant that it had been determined that the proposed use falls under the City's definition of a group care facility, and that the operations would be subject to a Conditional Use Permit request.

On March 28, 2024, the office of the City Clerk received an appeal from Frank A. Weiser representing Eric Schames, pertaining to the denial of the business license application (**Attachment 3**).

SUMMARY:

The property at 15902 S Western Avenue is currently zoned General Commercial (C-3). The records from the Planning Division show that the property was issued Conditional Use Permit (CUP) #17-83, in October of 1983 to operate a 46-unit motel. Permit records of the Department show that the motel building was completed in November of 1985, and the Gardena Terrace Inn has been operating as a motel at the location ever since. Pursuant to Chapter 18.04 of the Gardena Municipal Code a “motel” use is defined as the following:

“... a group of attached or detached buildings containing guest rooms or sleeping rooms, some or all of which have a separate entrance leading directly from the outside of the building with garage e attached or automobile parking space conveniently located on the lot or parcel of land, and which is designed, used or intended to be used for the accommodation of automobile travelers or tourists. Motels shall include motor inns, motor lodges, auto courts, tourist courts and similar designations.”

In February of this year, the Community Development Department received a new business license application request by Soul Housing, looking to operate a new hotel/motel/inn business on the property at 15902 S Western Avenue. As part of the application for a new business license, the applicant provided the lease agreement with the property owner, Gardena Terrace Inn, LLC which was entered into on January 25, 2024 (**Attachment 4**). Within this agreement the agreed upon use was listed as being a, “hotel/inn for those facing homelessness via CalAim Community Support program.”

Additionally, the applicants provided a portfolio of the business which further described the intended business operations (**Attachment 5**). Within the portfolio the applicant described that the business would provide health care services through the California Advancing and Innovating Medi-Cal (CalAIM) initiative, by the State’s Department of Health Care Services (DHCS). The applicant also provided the City a copy of their agreement with Health Net of California, Inc. for the participation as a CalAim Community Supports provider (**Attachment 6**). In the business portfolio, the applicant outlined the services that the business intends to offer, which included:

- 24/7 security supervision and on-site management;
- Meals delivered daily;
- Coordination with clinicians and medication adherence;
- Coordination with case management and housing transition services providers; and
- Assistance with applying for housing assistance programs.

It should be further noted that the business portfolio explains that the applicants intended operations of the building included limiting access to only those guests that were eligible members through the CalAIM program, and mandatory screening of guests and their belongings for illicit drugs, weapons, and contraband would be required upon entry.

When the request for a new business license was filed with the City, the Planning Division reviewed the application and all supplemental information provided by the applicant to determine whether the intended use of the property was compliant with the applicable regulations of the City’s Zoning Code.

After reviewing, all the materials provided by the applicant, the Planning Division issued a determination (**Attachment 7**) that the intended use of the property by the applicant would fall under the definition of a group care facility, as defined in Chapter 18.04 of the Gardena Municipal Code, which is listed below:

“Group care facility” means twenty-four-hour residential facilities authorized, certified or licensed by the state to provide medical or nonmedical care for seven or more individuals such as children, the elderly, mentally disordered persons, developmentally disabled persons, or otherwise handicapped persons. These facilities include, but are not limited to, rest homes, convalescent homes, group homes, residential facilities for the chronically ill, residential care facilities for the elderly, alcoholism/drug abuse recovery or treatment facilities, and skilled nursing facilities and community care facilities for residential care, but excluding those uses classified under hospitals.

As previously stated, the property at 15902 S Western Avenue is zoned C-3. Group care facilities are subject to obtaining a Conditional Use Permit in the C-3 zone, pursuant to Section 18.32.030.C of the Gardena Municipal Code. On March 21, 2024, the Community Development Department informed the applicant of the Planning Division’s remarks, that the application as a hotel/motel/inn was *denied* and directed the applicant to apply for a Conditional Use Permit for the intended use of the subject property.

On March 28, 2024, the office of the City Clerk received an appeal from Frank A. Weiser representing Eric Schames, pertaining to the denial of the business license application.

CONCLUSION:

The applicants intended use as described in their application aligns with the City’s definition of a group care facility and not that of a motel. Staff respectfully recommends that the City Council uphold the decision of the Community Development Director for the denial of the business license application as a hotel/motel/inn.

FISCAL IMPACT:

None

Submitted by: Greg S. Tsujiuchi

Date: 5/10/2024

ATTACHMENTS

- 1 – Application from Soul Housing
- 2 – Director’s Letter, Denial of Business License Request (with attachments)
- 3 – Applicant’s Appeal Letter
- 4 – Lease Agreement
- 5 – Business Portfolio for Soul Housing
- 6 – CalAIM Agreement
- 7 – Planning Division Zoning/Land Use Determination (with attachments)



APPLICATION FOR BUSINESS LICENSE

DEPARTMENT of COMMUNITY DEVELOPMENT

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9530

- ☒ New License ☐ Change of Address
☐ Ownership Change ☐ DBA Change ☐ Other

ACCOUNT NO: _____

Business Name (DBA) Socially Oriented United Living, Inc. dba Soul Housing					Business Start Date in Gardena 2/1/2024	
Business Address 15902 S. Western Ave, Gardena, CA 90247					Business Phone No. 855-669-1900	
Mailing Address CITY STATE ZIP					Email address	
Corporate Name Socially Oriented United Living, Inc. dba Soul Housing					Corp. Phone No. 855-669-1900	
Corporate Address 15902 S. Western Ave, Gardena, CA 90247					CITY STATE ZIP	
Service Address if Different than Home Address* Address 15902 S. Western Ave, Gardena, CA 90247					CITY STATE ZIP	
Home Address CITY STATE ZIP						
Business Activity Hotel/Motel/Inn			Number of employees 10-15		Do you have an Alarm System? n/a	
Name of Owner/Officer Eric Schames			SSN/ CDL No./CA ID No./or Individual Taxpayer ID No		Cell Phone No.	
Federal Tax ID No.			Driver's License No.		Seller's Permit # (if applicable)	
State Contractor's # (if applicable)			Contractor's Classification (if applicable)			
Ownership: <input type="checkbox"/> Qualified Joint Venture <input type="checkbox"/> Sole Ownership <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> LLC						
Name of Officer or Partner		Title		Home or Service Address*		Phone No.
1. Roman Rozhansky, CEO, 3982 S. Figueroa St, LA, CA 90037						
2. Maria Heifetz, Secretary, 3982 S. Figueroa St, LA, CA 90037, Miri Sperling, CFO, 3982 S. Figueroa St, LA, CA 90037,						
Are you sharing this location with another business? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name and address of business:					Business Square Footage 18,582	
In case of police or fire emergency, give two names and emergency contact numbers 1. Eric Schames 2. Roman Rozhansky						
I declare under penalties of perjury that this application has been examined by me, and to the best of my knowledge and belief is a true, correct, and complete statement of facts. I further certify that if the application is for a licensed contractor, the above-named Business/Applicant is licensed under the State of California and that such license is in full force and effect.						
Signature and Title					Date 2/9/24	
Veteran Status: <input type="checkbox"/> Special Disabled Vet <input type="checkbox"/> Vietnam Vet <input type="checkbox"/> Recently Separated Vet <input type="checkbox"/> Other Protected Vet						
Payment By: <input type="checkbox"/> Cash <input type="checkbox"/> Check or Money Order <input type="checkbox"/> Credit Card (see next page)						

PERMIT# 100

*Service address may be different than Home Address which will then remain confidential. Service Address shall be the person's home address or an address where the person consents to receive service of process, including a P.O. Box or Private Mailbox that complies with Business & Professions Code sec. 17538.5. If the applicant is using a P.O. Box or Private Mailbox, the applicant must also file copies of the US Postal Service Form 1583 that was filed with the US Postal Service and the acknowledgment form authorizing the commercial mail receiving agency to act as the agent for service of process with the City.

Highlighted items are not subject to disclosure without a judicial warrant, subpoena, or court order – only applies to home address if service address is provided.

For City Use Only				Assessor's Parcel No.	
Bus Type		Zoning		Planning	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
NAICS		Permit Fee		Remarks:	
License		Scanning			
City Inspection		AB 1379			
Fire Inspection		Total Rcvd			
Inspection Date		Record #		By:	Date:
Inspection Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	C of O Issued	<input type="checkbox"/> Yes <input type="checkbox"/> No	Building Inspector	<input type="checkbox"/> Pass
Scheduled By		Bus Occ		Remarks:	
				By:	Date:



DEPARTMENT of COMMUNITY DEVELOPMENT

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9530

Eric Schames

SUBJECT: DENIAL of Business License Request

Property Address: 15902 S Western Ave, Gardena, CA 90247 (APN: 6105-010-068)

The Community Development Department received your application for a new business license for the property located at 15902 S. Western Avenue. After reviewing the materials you have provided for the intended use of the building it has been determined that the proposed use falls under the definition of a Group Care Facility, as defined in Chapter 18.04 of the Gardena Municipal Code. As indicated on the attached application under Planning Division's remark, Group Care Facilities are subject to Conditional Use Permit request in the General Commercial (C-3) zone. Therefore, your request for a business license as a hotel/motel/inn has been *denied*.

Attached is a copy of the Development Application Packet. Should you have any questions on the application or process for a Conditional Use Permit please contact the Planning Division at 310-217-6110 or CDDPlanningandZoning@cityofgardena.org.

Sincerely,

Greg Tsujiuchi

Community Development Director

City of Gardena

Attachments:

- Copy of denied business license request
- Zoning Determination Memo
- Development Application Packet for Conditional Use Permit request

TASHA CERDA, Mayor / MARK E. HENDERSON, Mayor Pro Tem
RODNEY G. TANAKA, Councilmember / PAULETTE C. FRANCIS, Councilmember / WANDA LOVE, Councilmember
MINA SEMENZA, City Clerk / GUY MATO, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney

ATTACHMENT
To Director's Letter

Copy of denied business
license request



APPLICATION FOR BUSINESS LICENSE

DEPARTMENT of COMMUNITY DEVELOPMENT

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9530

- ☒ New License ☐ Change of Address
☐ Ownership Change ☐ DBA Change ☐ Other

ACCOUNT NO: _____

Business Name (DBA) Socially Oriented United Living, Inc. dba Soul Housing					Business Start Date in Gardena 2/1/2024	
Business Address 15902 S. Western Ave, Gardena, CA 90247					Business Phone No. 855-669-1900	
Mailing Address CITY STATE ZIP					Email address	
Corporate Name Socially Oriented United Living, Inc. dba Soul Housing					Corp. Phone No. 855-669-1900	
Corporate Address 15902 S. Western Ave, Gardena, CA 90247					CITY STATE ZIP	
Service Address if Different than Home Address* Address 15902 S. Western Ave, Gardena, CA 90247					CITY STATE ZIP	
Home Address CITY STATE ZIP						
Business Activity Hotel/Motel/Inn			Number of employees 10-15		Do you have an Alarm System? n/a	
Name of Owner/Officer Eric Schames			SSN/ CDL No./CA ID No./or Individual Taxpayer ID No		Cell Phone No.	
Federal Tax ID No.			Driver's License No.		Seller's Permit # (if applicable)	
State Contractor's # (if applicable)			Contractor's Classification (if applicable)			
Ownership: <input type="checkbox"/> Qualified Joint Venture <input type="checkbox"/> Sole Ownership <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> LLC						
Name of Officer or Partner		Title		Home or Service Address*		Phone No.
1. Roman Rozhansky, CEO, 3982 S. Figueroa St, LA, CA 90037						
2. Maria Heifetz, Secretary, 3982 S. Figueroa St, LA, CA 90037, Viri Sperling, CFO, 3982 S. Figueroa St, LA, CA 90037,						
Are you sharing this location with another business? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name and address of business:					Business Square Footage 18,582	
In case of police or fire emergency, give two names and emergency contact numbers 1. Eric Schames 2. Roman Rozhansky						
I declare under penalties of perjury that this application has been examined by me, and to the best of my knowledge and belief is a true, correct, and complete statement of facts. I further certify that if the application is for a licensed contractor, the above-named Business/Applicant is licensed under the State of California and that such license is in full force and effect.						
Signature and Title					Date 2/9/24	
Veteran Status: <input type="checkbox"/> Special Disabled Vet <input type="checkbox"/> Vietnam Vet <input type="checkbox"/> Recently Separated Vet <input type="checkbox"/> Other Protected Vet						
Payment By: <input type="checkbox"/> Cash <input type="checkbox"/> Check or Money Order <input type="checkbox"/> Credit Card (see next page)						

PERMIT# 100

*Service address may be different than Home Address which will then remain confidential. Service Address shall be the person's home address or an address where the person consents to receive service of process, including a P.O. Box or Private Mailbox that complies with Business & Professions Code sec. 17538.5. If the applicant is using a P.O. Box or Private Mailbox, the applicant must also file copies of the US Postal Service Form 1583 that was filed with the US Postal Service and the acknowledgment form authorizing the commercial mail receiving agency to act as the agent for service of process with the City.

Highlighted items are not subject to disclosure without a judicial warrant, subpoena, or court order – only applies to home address if service address is provided.

For City Use Only				Assessor's Parcel No. 6105-010-068	
Bus Type		Zoning		Planning	<input type="checkbox"/> Approved <input checked="" type="checkbox"/> Disapproved
NAICS		Permit Fee		Remarks: Zone: C-3, General Commercial	
License		Scanning		The business operations, as described by the applicant in the attached portfolio, falls under the definition of a Group Care Facility, which is subject to a Conditional Use Permit in the C-3 zone	
City Inspection		AB 1379		By: Amanda J. Juncos	Date: 3/11/2024
Fire Inspection		Total Rcvd		Building Inspector	<input type="checkbox"/> Pass
Inspection Date		Record #		Remarks:	
Inspection Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	C of O Issued	<input type="checkbox"/> Yes <input type="checkbox"/> No	By:	Date:
Scheduled By		Bus Occ			

ATTACHMENT
To Director's Letter

Zoning Determination
Memo



MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Greg Tsujiuchi, CD Director

DATE: March 14, 2024

FROM: Amanda Acuna, CD Manager

REF:

SUBJ: 15902 S. Western Ave, BL Application

CC: Carmen Vasquez, City Attorney
Lisa Kranitz, Assistant City Attorney

The application for a new business license was submitted to the Department by Social Oriented United Living, Inc. (dba Soul Housing), to occupy the building at 15902 S. Western Avenue for the continuing use of motel/inn.

The property at 15902 S. Western Avenue is currently zoned C-3, General Commercial. The land use designation of the city's Land Use Plan is also Commercial. Therefore, the zoning is consistent with the General Plan. The records from the Planning Division show the property was issued a Conditional Use Permit (CUP #17-83) in October of 1983 to operate a 46-unit motel.

As part of the application for a business license, a lease agreement with the property owner, Gardena Terrace Inn, LLC and Soul Housing was provided (**Attachment A**). In this agreement it states the agreed upon use of the building would be for a Hotel/Inn for those facing homelessness via CalAIM Community Support program. Additionally, as part of the application, a portfolio of the business was provided which further describes the intended business operations (**Attachment B**). Within the portfolio the applicant describes that the business, Soul Housing, would provide health care services through the California Advancing and Innovating Medi-Cal (CalAIM) initiative, by the Department of Health Care Services (DHCS). These services include 24/7 security supervision and on-site management, meals delivered daily, coordination with clinicians and medication adherence, coordination with case management and housing transition services providers, and assistance with applying for housing assistance programs.

After careful review of the applicant's intended uses, I have determined that the use falls under the City's definition of a Group Care Facility and is subject to a Conditional Use Permit request.

Chapter 18.04 of the Gardena Municipal Code (GMC) defines "Group care facility" as "twenty-four-hour residential facilities authorized, certified or licensed by the state to provide medical or nonmedical care for seven or more individuals such as children, the elderly, mentally disordered persons, developmentally disabled persons, or otherwise handicapped persons. These facilities include, but are not limited to, rest homes, convalescent homes, group homes, residential facilities for the chronically ill, residential care facilities for the elderly, alcoholism/drug abuse recovery or treatment facilities, and skilled nursing facilities and community care facilities for residential care but excluding those uses classified under hospitals."

The applicant's request to use the subject property to provide temporary housing and health care services, through a contract with DHCS, therefore shows that this business is properly categorized as a Group Care Facility, in accordance with the City's Zoning Ordinance. Group Care Facilities are subject to a Conditional Use Permit in the C-3 zone. Should the applicant wish to allow this use of the property they would be subject to applying for a Conditional Use Permit, in accordance with GMC Section 18.32.030.

It should be noted that if the applicant wishes to apply for a Conditional Use Permit to allow a Group Care Facility, at that time the City should consider the revocation of CUP #17-83, for the operation of a motel.

ATTACHMENT A
To Zoning Determination
Memo



AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION

STANDARD COMMERCIAL SINGLE-TENANT LEASE -- NET

(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only, January 25, 2024, is made by and between Gardena Terrace Inn, LLC ("Lessor") and Socially Oriented United Living Inc., dba Soul Housing ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known by the street address of 15902 S. Western Ave., located in the City of Gardena, Los Angeles, County of Los Angeles, State of California, with the zip code 90247 and generally known as the Gardena Terrace Inn ("Premises"). (See also Paragraph 2).

1.3 **Term:** 5 years and 0 months ("Original Term") commencing February 1, 2024, ("Commencement Date") and ending January 31, 2029, ("Expiration Date"). (See also Paragraph 3) (See also Paragraph 50, Option)

1.5 **Base Rent:** \$ 70,000.00 per month ("Base Rent"), payable on the first day of each month commencing February 1, 2024. (See also Paragraph 4.)

RENT CHECKS ARE DUE ON THE FIRST OF EACH MONTH. Please remit check to or c/o:

S2K Management, Inc.
1628 Victory Blvd, Suite 101
Glendale, CA 91201

LESSOR DOES NOT INVOICE ON A MONTHLY BASIS.

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 Base Rent and Other Monies Paid Upon Execution:

- (a) **Base Rent:** \$70,000.00 for the period February 1, 2024 through February 29, 2024.
- (b) **Initial Security Deposit:** \$70,000.00 ("Security Deposit"). (See also Paragraph 5 and Addendum)
- (c) **Association Fees:** \$ N/A for the period .
- (d) **Other:** \$.
- (e) **Total Due Upon Execution of this Lease:** \$ 140,000.00.

1.7 Agreed Use: Hotel/inn for those those facing homelessness via CalAim Community Supports program

1.8 **Insuring Party:** Lessor is the "Insuring Party" unless otherwise stated herein. (Also see Paragraph 8)

1.9 ~~**Real Estate Brokers:** (See also Paragraph 15) Lessor is a licensed Real Estate Agent acting as a principle and has no agency relationship with Lessee.~~

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

- represents Lessor exclusively ("Lessor's Broker");
- represents Lessee exclusively ("Lessee's Broker"); or
- represents both Lessor and Lessee ("Dual Agency"). (Also see Paragraph 15.)

(b) ~~**Payment to Brokers:** Upon the execution and delivery of this Lease by both Parties and occupancy of the Premises by Lessee, Lessor shall pay to the Broker the fee agreed to in their separate written agreement (or if there is no such agreement, the sum of Three Percent (3%) of the total Base Rent) for the brokerage services rendered by the Brokers.~~

1.10 **Guarantor:** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37.)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- ☐ an Addendum consisting of Paragraphs through .
- ☐ a plot plan depicting the Premises;
- ☐ a current set of the Rules and Regulations;
- ☐ a Work Letter;
- ☒ other (specify): Rental Agreement Addendum (page 19).

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all such other elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date and that the structural

elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, at Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty period shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense.

2.3 Compliance.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor and Lessee shall allocate the obligation to pay for the portion of such costs reasonably attributable to the Premises pursuant to the formula set out in Paragraph 7.1(d); provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditure are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been advised by Lessor and/or Broker(s) to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefore as the same relate to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.)

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in this Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease, (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease.) Rent for any period during

the term hereof which is for less than on full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$30 in addition to any late charges and Lessor, at its option, may require all future payment to be made by lessee to be by cashier's check. Payment will be applied first to accrued late charges and attorney's fee, second to accrued interest, then to Base Rent and Operating Expense Increase, and any remaining amount to any other outstanding charges or cost.

4.3 **Association Fees.** In addition to the base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto or in furtherance of supportive care provided by Lessee.. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that unreasonably disturbs occupants of or causes damage to neighboring premises or properties. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system), and shall promptly, at Lessee's expense,

comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the clean up of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee.) Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee, shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the such Requirements, without regard to whether such Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefore.

7. Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks, and parkways located in, on, or adjacent to the premises. Lessee, in keeping the premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of

repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and other pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, (vi) clarifiers, (vii) basic utility feed to the perimeter of the Building, and (viii) any other equipment, if reasonably required by Lessor. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and if Lessor so elects, Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance at a rate that is commercially reasonable in the judgment of Lessor's accountants. Lessee may however repay its obligation at anytime.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communications cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee-Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on, or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense, defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee Owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises, or if applicable, the Project) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Insurance.** Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000, an "Additional Insured-Managers or Lessors of Premises Endorsement" and contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. If Lessor is the Insuring Party, however, Lessee-Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 8.4 rather than by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any co-insurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence, and Lessee shall liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are a part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such Building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property; Business Interruption Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days' prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee releases and relieve Lessor, and waives their entire right to recover damages against the Lessor, for loss of or damage to its property arising out of Lessee's operations. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. Lessee agrees to have their property damage insurance carriers waive any right to subrogation against Lessor.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor from Liability.** Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose the Lessor to risks and potentially cause Lessor to incur cost not contemplated by this Lease, the extent of which will be extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificated evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/ costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. The Lessor shall notify the Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense

9.4 **Total Destruction.** Notwithstanding any other provisions hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or other restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

9.8 **Waive Statutes.** Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** In addition to Base Rent, lessee shall pay to Lessor an amount equal to the Real property tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payment shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Estate Taxes when due, lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment.** If the Premises are not separately assessed, lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively

determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee may assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises with Lessor's prior written consent, which shall not be unreasonably withheld, to an affiliated entity for purposes of credentialing or operations with subsidized housing programs.

(b) ~~Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.~~

(c) ~~The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee, by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.~~

(d) ~~An assignment or subletting other than 12.1(a) without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.~~

(e) Lessee's remedy for any breach of this Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept any Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of any Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event of the amount collected by Lessor exceed shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.

(c) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease where any such failure continues for a period of 10 days following written notice to Lessee.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this Subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not effect the validity of the remaining provisions.

(f) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(g) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. Lessor shall have the immediate right to re-enter the premises and remove all persons and property therefrom, store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under this Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interest, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any Rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this Paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any other provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit reserving Lessee's right to seek reimbursement from Lessor. Lessee shall document the cost of said cure and supply said documentation to Lessor.

13.7 **Change of Laws.** Notwithstanding anything to the contrary contained in this Lease or Addendum, if there are any federal, state or local laws, administrative or agency rulings, guidelines, reimbursement changes or actions, that may impact the Agreed Use, operations, or ongoing profitability of the Premises under Lessee's use, Lessee may elect to terminate this Lease with cause within thirty (30) days' prior written notice (the effective date of such termination shall be referred to as the "Law Change Termination Date").

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.** N/A

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the American Industrial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Except as provided in Paragraph 15, upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** Subject to the provisions of Paragraph 17 above, the obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and lessee shall look to the Premises and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers. No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Lease shall

not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given by Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new Lease between Lessee and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

30.3 Non-Disturbance.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times within at least 24 hours written notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other Premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the American Industrial Real Estate Association, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and the performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises for the entire term hereof.

39. **Options.** ~~If Lessee is granted an option, as defined below, then the following provisions shall apply.~~

39.1 **Definition.** ~~"Option" shall mean: (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.~~

39.2 **Options Personal To Original Lessee.** ~~Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.~~

39.3 **Multiple Options.** ~~In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.~~

39.4 **Effect of Default on Options.**

(a) ~~Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.~~

(b) ~~The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).~~

(c) ~~An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), (ii) If Lessee commits a Breach of this Lease.~~

40. **Multiple Buildings.** If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading, of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, right, dedication maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each party shall, within thirty (30) days after request, deliver to the other party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessee shall be empowered to execute any amendment to this Lease or other document ancillary thereto and bind all of the named lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. Mediation and Arbitration of Disputes. An Addendum requiring the Mediation and/or the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ___ is XX is not attached to this Lease.

50. American with Disabilities Act. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

The Parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Lessor's Initials

Lessee's Initials

Executed at: _____

on: January 26, 2024

By LESSOR:

Gardena Terrace Inn, LLC

By: 

Name Printed: Anand Desai

Title: Member

Executed at: _____

on: 1/28/2024

By LESSEE:

Soul Housing

By: 

Name Printed: Eric Schames

Title: COO

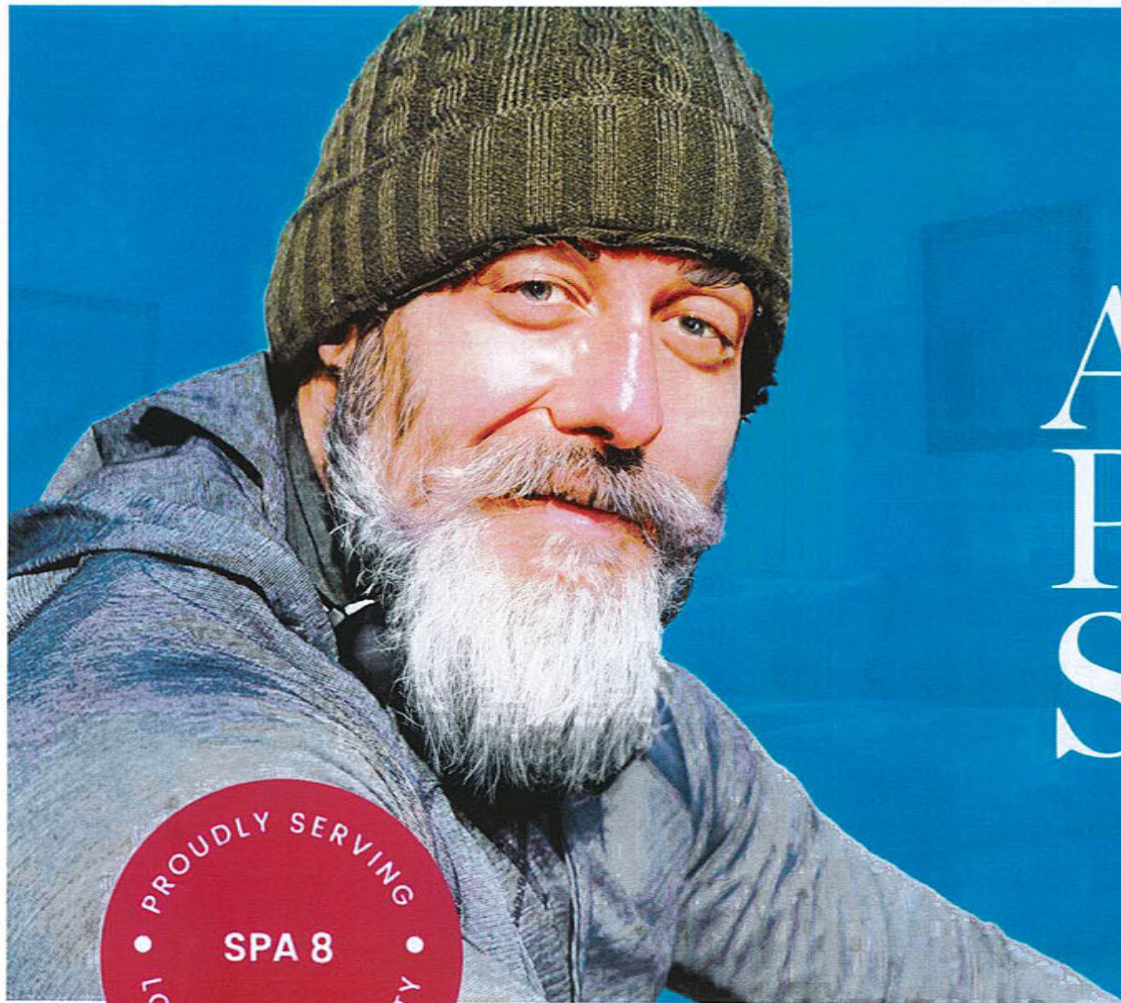
ADDENDUM TO STANDARD INDUSTRIAL LEASE RENTAL AGREEMENT ADDENDUM

Dated: January 25, 2024

By and Between: S2K Management, Inc. (Lessor) and Socially Oriented United Living Inc., dba Soul Housing (Lessee)

1. Base Rent shall be increased three-percent (3%) annually, beginning on January 31, 2025
2. Lessee shall be responsible to file and pay for any LA County Transient Occupancy Tax due to Lessee's Use during the Term of this Lease.
3. In accordance with the Lease, if Lessee elects to terminate this Lease without Cause during the first three (3) years of the Term, Lessee shall pay Lessor a termination fee equal to four (4) months Base Rent and provide three (3) months advance notice..
4. Lessee shall be provided access to begin renovations on the property beginning February 1, 2024.
5. Lessor will deliver the premises in "as-is" condition. Prior to delivery of the premises, Lessor will only be required to remove, from each of the guest rooms: mattresses, bed bases, nightstands, tables, and chairs.
6. Lessee shall pay an additional month of Security Deposit (\$70,000.00) within Month 3 of the lease.
7. Pertaining to section 8 Insurance; Indemnity of this lease, Lessee is required to supply Lessor a valid certificate of insurance naming S2K Management, Inc. and Gardena Terrace Inn, LLC as additional insured with respective endorsements to be approved by lessor. Additionally, Lessee to maintain workers compensation insurance with a waiver of subrogation favoring Lessor, if available.
8. Lessee to secure and maintain an umbrella/ excess insurance policy in the amount of \$5,000,000.00 by March 31, 2024. The policy must name S2K Management, Inc. and Gardena Terrace Inn, LLC as an additional insured.
9. Lessee must pay the Property Taxes by adding 1/12 of the annual property tax bill to each month's Base Rent.
10. Lessee or Sublessee do not have the option to extend this lease.

ATTACHMENT B
To Zoning Determination
Memo



A Safe Place to Stay



SOUL HOUSING

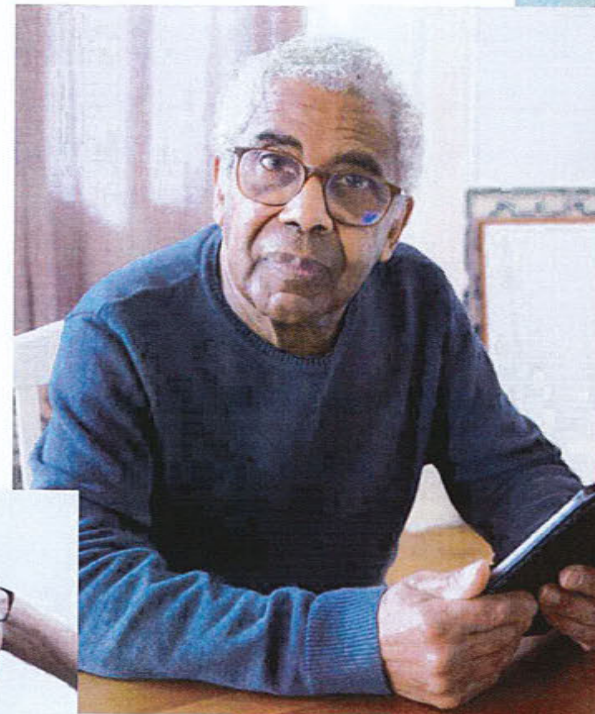
About Soul Housing

- Established in 2016 to provide safe-discharges and housing solutions to under-resourced communities throughout Los Angeles.
- In September 2022, Soul Housing became a DHCS CalAIM Community Supports Provider, contracted to provide short-term housing post-hospitalization housing LA County. Our primary focus is to deliver top-notch support to individuals experiencing homelessness or facing housing insecurity.
- We currently operate 7 properties (500+ beds), including 4 motels. We manage the motels in accordance with its intended use and ensure that all relevant transient occupancy taxes are paid.
- Due to the significant volume of eligible referrals from Memorial Hospital of Gardena, Kindred Hospital South Bay, and LAHSA- SPA 8, there is a pressing need to establish a facility in Gardena to meet the high demand.



Services We Offer

- 24/7 security and supervision
- 24/7 on-site management
- Three hot and nutritious meals delivered per day
- Cable TV and high-speed internet
- Communal areas for relaxing and socializing
- Complimentary laundry facilities
- Coordination with clinicians and medication adherence
- Coordination with case management and housing transition service providers
- Assistance with applying for housing assistance programs, DMV, and new benefit programs



15902 S. Western:



More Secure and Safe Than Any Motel in Gardena

- Continuous 24/7 security surveillance in the parking lot and around
- Parking allocated on the first floor; rooms situated on the 2nd and 3rd floors
- Access to the property limited to eligible guests (CalAIM program) and staff
- Mandatory screening of guests and their belongings for illicit drugs, weapons, or contraband before entry

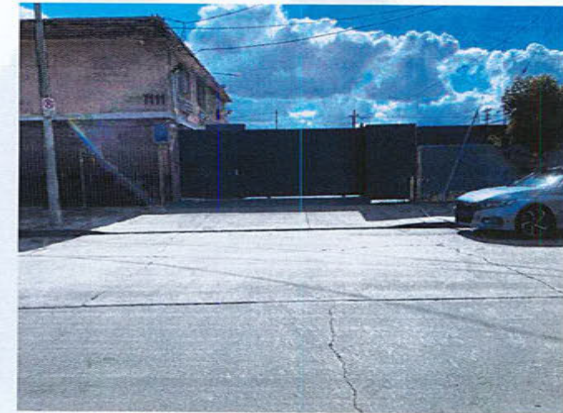
Other Soul Housing Motels:



7301 S. Figueroa, Los Angeles



1904 E. 113th St., Los Angeles



7111 S. Hoover, Los Angeles



8200 S. Figueroa, Los Angeles



We manage the motels in accordance with its intended use and ensure that all protocols and relevant transient occupancy taxes are paid.

ATTACHMENT
To Director's Letter

Development Application
Packet for Conditional Use
Permit request



DEPARTMENT of COMMUNITY DEVELOPMENT

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9530

Development Application Instructions

REQUIRED SUBMITTALS (Please note that incomplete filing may cause a delay in the processing of your case)

The plans checked below shall be submitted in the following formats:

- One (1) CD/DVD or USB Flash drive with PDF format files of plans checked below. Electronic format of pages in the set shall be the same sheet size and must be to scale.
 - Files can alternatively be emailed to CDDPlanningAndZoning@cityofgardena.org
- Three (3) sets of 24"x36" project plans, folded to approximately 8.5" x 14"
- Fourteen (14) sets of 11"x17" project plans, folded to approximately 8.5" x 11"
 - ☒ Elevations
 - ☒ Landscaping Plan
 - ☒ Security Plan
 - ☐ Tentative Tract Map / Parcel Map
 - ☒ Floor Plan
 - ☒ Lighting Plan
 - ☒ Site Plan

One (1) CD/DVD or USB Flash drive with PDF format files of items checked below. Executed and original items shall be provided with submittal.

- | | |
|---|---|
| <input type="checkbox"/> Colored artist rendering | <input type="checkbox"/> ESA Phase I Soils report |
| <input type="checkbox"/> Colors and materials | <input checked="" type="checkbox"/> Narrative explanation of proposed project |
| <input checked="" type="checkbox"/> Property Preliminary Title Report (hyperlinked) | <input type="checkbox"/> Project Valuation and Development Timetable |
| <input type="checkbox"/> Current tenant information (multi-family projects) | <input type="checkbox"/> Sewer capacity analysis |
| <input checked="" type="checkbox"/> Development Application | <input type="checkbox"/> Variance Supplement (if applicable) |
| <input checked="" type="checkbox"/> Environmental Assessment Application | <input checked="" type="checkbox"/> Hazardous Waste and Substances Statement |
-
- ☒ Two (2) sets of Radius Map and Property Owner/Occupant List on mailing labels

APPEALS

Any action of the Commission, unless otherwise provided, may be appealed to the City Council by the applicant or other interested parties. Appeals shall be filed in writing with the City Clerk within seven (7) days of Commission action, except for Parcel Maps and Tentative Tract Maps which must be appealed within ten (10) days of Commission action. The required appeal fee for filing such appeal shall accompany appeal.

LANDSCAPE PLANS

Detailed Landscape plans are required for all new development, except one single-family dwelling on a lot, conditional use permit applications, and projects involving conversion of uses. Plans submitted must be prepared by a State licensed landscape architect.

1. Show plant types, sizes, and planting standards for all landscape areas.
2. See City landscape standards.

SITE PLAN

Site plans must show the following information drawn to scale (1/8" = 1' preferred) and dimensioned:

1. Lot Lines and dimensions.
2. Buildings on abutting properties (outline of building face adjacent to property boundary).
3. Buildings and structures (location, size, building dimensions, height, distance from property line/other buildings, proposed use).
4. Buildings and structures to be demolished.
5. Yards and distance between buildings.
6. Walls and fences (Location, height, and materials).
7. Off-street parking (Location, number of spaces, compact/standard, parking spaces, driveways, and aisles, all dimensioned).
8. Access (Pedestrian, vehicular, service, and points of ingress and egress).
9. Signs (Location, size, and height).
10. Loading (Location, dimensions, number of spaces, and internal circulation).
11. Exterior lighting (Location, general nature, and hooding devices.)
12. Landscape areas (Location, total landscape area).
13. Street dedications and improvements. Such other data as may be required to permit the City to make required findings.

TENTATIVE TRACT AND PARCEL MAPS

All tentative maps must include the following information. Prior to filing a tentative map, map numbers should be obtained from the Los Angeles County Public Works Department Engineer.

1. Map numbers of the proposed division of land or reversion to acreage and a description of the property.
2. Name and address of the subdivider and/or owner.
3. Name and address of the person preparing the map.
4. Approximate acreage of the proposed division of land or reversion to acreage.
5. North arrow.
6. Scale.
7. Date.
8. Boundary lines of each proposed lot/parcel. Name, location, and width of the streets within the proposed division of land or reversion to acreage
9. Name, location, and width of adjacent streets.
10. Approximate proposed street grades and direction of slope.
11. Alleys - location and width.
12. Easements – location, dimensions, and purpose.
13. Dimensions of reservations. Existing structures to be removed (dotted line), to remain (solid line) and location of structures to be constructed (solid line “proposed”).
14. Location of existing and proposed public utilities location.
15. Location of existing sewer mains.
16. Location of existing water mains.
17. Location of existing storm drainage culverts and pipes.
18. Location of width and direction of flow of watercourses.
19. Location of railroad rights-of-way.
20. Lot lines and dimensions.
21. Radius of curves.
22. Setback lines.
23. Lands and parks to be dedicated or reserved for public use. Contours of intervals, as prescribed by the City Engineer, or other topographic information as may be necessary to a clear understanding of the drainage involved.
24. Proposed land uses as follows:
 - a. Single Family Residential
 - b. Multiple Family Residential
 - c. Commercial
 - d. Industrial
25. Map name or map number of adjoining divisions or reversions of land.
26. Existing land use of adjacent property.
27. Location of any registered land.

COLORED ARCHITECTURAL/ARTIST RENDERINGS

The architectural renderings must accurately depict the proposed development upon completion and provide details sufficient to allow the Planning and Environmental Quality Commission and the City Council to evaluate the aesthetic and architectural appearance of the proposed development and its relationship to adjacent property. Architectural renderings must meet the following requirements:

1. Drawings must be three-dimensional, watercolor or airbrushed. Prisma-colored drawings will not be accepted.
2. One display copy is required, enlarged 30" x 36" (minimum size) and mounted on foam board and 30 8½" x 11" colored photocopies of the rendering
3. The color, design, style, and architectural features depicted must accurately reflect the building(s), landscaping, and other physical features of the project site and adjacent properties.
4. Buildings, landscaping, or other details on adjacent properties must be included and reflect actual conditions at the time the project is being considered.
5. Features depicted on the rendering must be consistent with the proposed site plan, elevations, landscaping, and floor plans.
6. A color board of exterior materials will be required for major renovations and new buildings.

ENVIRONMENTAL ASSESSMENT

Environmental Assessment is performed pursuant to the California Environmental Quality Act, the CEQA Guidelines and the City of Gardena's Policies and Procedures for Implementing CEQA. The Environmental Assessment application is intended to provide the Environmental Quality Officer with the basic information to determine the appropriate environmental documentation for the project. If it is determined that a project/action will not have a significant adverse impact on the environment, a Negative Declaration will be prepared. If it is determined that a project may/will have a significant impact on the environment, but the impacts could be mitigated, a Mitigated Negative Declaration will be prepared. If the impacts cannot be mitigated, an Environmental Impact Report (EIR) will be prepared. The preparation of the Negative Declaration, Mitigated Negative Declaration, or EIR and/or any required technical studies required to evaluate impacts will be prepared at the applicant's expense. A deposit equal to the estimated cost to prepare such documents or studies shall be made prior to initiating work.

FEES

The following fees are assessed with the development application. Contact the Community Development Department for correct fees if filing more than one type of development or application.

Banner Permit	\$77.00
Conditional Use Permit	\$4,656.00
Mergers / Lot Line Adjustment	\$1,443.00
Tentative Tract / Parcel Map	\$4,656.00
Site Plan Review	\$4,656.00
Temporary Use Permit	\$1,063.00
Variance	\$4,656.00
Zone Change	\$5,725.00
Zone Text Amendment	\$5,725.00
General Plan Amendment	\$5,725.00
Noticing Deposit	\$350.00
Mitigation / Cond. / Monitoring Compliance	\$423.00
ND / MND	\$500 + Consultant Cost
EIR	\$600 + Consultant Cost

In addition to the processing fees, the following fees may be required, depending on the type of project proposed:

- City Consultant (varies)
- City Attorney fees (\$259.75/hr.; \$2,500 minimum deposit)
- Development Impact Fee (multi-family developments; \$1,000/unit)
- Land dedication for parks or Park-in-Lieu (residential subdivisions only; \$10,000/unit)
- Parking-in-Lieu (commercial projects in C-R zone; \$750/space)
- Public Service Impact

**DEPARTMENT of COMMUNITY DEVELOPMENT**1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9530

Development Application

TO BE COMPLETED BY CITY

Date Filed _____	Case No(s). _____
Accepted By _____	
Receipt No. _____	Zone _____
Env. Asst. No. _____	General Plan Designation _____

Project Address _____	
Book/Parcel No.(s) _____	Land Area _____
Legal Owner _____	Phone No. _____
Address _____	Email _____
Applicant Name(s) _____	Phone No. _____
Address _____	Email _____
Applicant's Rep. Name _____	Phone No. _____
Address _____	Email _____

1. TYPE OF DEVELOPMENT

- ☐ CONDITIONAL USE PERMIT
☐ MERGERS/LOT LINE ADJUSTMENT
☐ PARCEL MAP

- ☐ SITE PLAN REVIEW
☐ TRACT MAP
☐ VARIANCE

- ☐ ZONE CHANGE
☐ ADMINISTRATIVE ADJUSTMENTS
☐ OTHER: _____

2. PROJECT DESCRIPTION/REQUEST (Describe on additional sheets and attach to this form)**3. AUTHORIZATION** (Names/signatures of all persons having an interest in the property whose consent is required to authorize filing of this application)

Legal Owner Name _____	Name _____	Name _____
Address _____	Address _____	Address _____
Signature _____	Signature _____	Signature _____

4. BURDEN OF PROOF IS ON THE APPLICANT

Community Development Department Staff will assist anyone who desires to file an application with the City. Such assistance, however, must not be interpreted as encouragement to the applicant regarding the outcome. The burden of proof is upon the Applicant to justify findings required for the agency or body authorized to grant approval in this matter.

The Applicant understands also that each matter must be carefully investigated and that after a thorough investigation and analysis of the project has been completed, or the public hearing has been held, Staff's recommendation may be contrary to the original position taken in preliminary discussions.

Staff is not permitted to assist the Applicant or any opponents to an application in preparing arguments for or against the request.

I have read the foregoing and understand that I HAVE THE BURDEN OF PROOF in the matter arising under the application made by me. I further understand and agree that the application shall not be deemed complete until such time that all materials required for application have been submitted in proper and accurate form with the Community Development Department.

Name	Signature	Date
------	-----------	------

**DEPARTMENT of COMMUNITY DEVELOPMENT**1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9530

Environmental Assessment Application

Project Address	
Applicant Name	Phone No.
Address	Email
Applicant's Rep. Name	Phone No.
Address	Email
Project Case No(s). to which this form pertains	

1. PROJECT DESCRIPTION/REQUEST (Describe on additional sheets and attach to this form)

- Proposed use of the site
- Square footage of proposed structure
- Number of floors of construction
- Number of off-street parking spaces provided
- Proposed scheduling
- Associated projects
- Anticipated incremental development
- If *residential* project, include number of units, unit sizes, sale and/or rental rates
If *commercial* project, include type (neighborhood, regional), square footage
If *industrial* project, include type, estimated employment and shifts
If *institutional* project, include major function, estimated employment and shifts, community benefits derived from the project
- List and describe related city, regional, state, and/or federal approvals required

Please complete the following checklist

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Change in existing features or alteration of ground contours
<input type="checkbox"/>	<input type="checkbox"/>	Change in scenic views or vistas from existing residential areas or public lands or roads
<input type="checkbox"/>	<input type="checkbox"/>	Change in pattern, scale, and/or character of general project
<input type="checkbox"/>	<input type="checkbox"/>	Significant amounts of solid waste or litter
<input type="checkbox"/>	<input type="checkbox"/>	Change in dust smoke, ash, fumes, and/or odors in vicinity
<input type="checkbox"/>	<input type="checkbox"/>	Change in ground water quality and/or quantity, or alteration of existing drainage patterns
<input type="checkbox"/>	<input type="checkbox"/>	Substantial change in noise and/or vibration levels in the vicinity
<input type="checkbox"/>	<input type="checkbox"/>	Site on filled land or on slope of 10 percent or more
<input type="checkbox"/>	<input type="checkbox"/>	Use or disposal of potentially hazardous materials
<input type="checkbox"/>	<input type="checkbox"/>	Substantial change in demand for municipal services
<input type="checkbox"/>	<input type="checkbox"/>	Substantial increase in fossil fuel consumption
<input type="checkbox"/>	<input type="checkbox"/>	Relationship to a larger project or series of projects

2. ENVIRONMENTAL SETTING (Describe on additional sheets and attach to this form)

- a. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site and the use of the structures. Attach photographs of the site.
- b. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, industrial, etc.), and scale of development (height, frontage, setback, rear-yard, etc.). Attach photographs of the vicinity.

3. CERTIFICATION

I hereby certify that the statements furnished above and in the attached exhibits represent the data and information required for this initial evaluation, and that the facts, statements, and information presented are true and correct to the best of my knowledge.

Name	Signature	Date
-------------	------------------	-------------



RADIUS MAP AND PROPERTY OWNER/OCCUPANT LIST INSTRUCTIONS

REQUIRED SUBMITTALS

A Notice of Public Hearing is required to be sent to all property owners and occupants within a radius of 300 feet from a project site. The notice is mailed in advance of the public hearing by the Community Development Department. The applicant has the option of either personally preparing the radius map or engaging the services of a consultant. A list of consultants who prepare radius maps and addresses/labels are available through the Community Development Department. You may also contact the Los Angeles County Assessor's office located at 1401 E. Willow Street, Signal Hill, CA 90755, (562) 256-1701.

The notification materials to be submitted by the applicant include the following:

1. **Radius map** (8½" x 11" size) showing the project site and all lots within a radius of 300 feet from the project site, including the street names, addresses, zoning, and lot dimensions.
2. **Original address labels** (two sets, 8½" x 11" size). Labels shall include the name and address (including condominium/apartment/unit/suite number or letter) of all property owners, occupants/tenants, and businesses located within 300 feet of the project site, as well as the name and address of the applicant(s), his/her representative, and any other person(s) the applicant wishes to be notified of the public hearing.
3. **Photocopy** of address label sheets referenced above (one set).
4. **Certified Affidavit** of property owners/occupants/tenants/businesses list as specified above.

HOW TO PREPEARE A RADIUS MAP

1. Obtain a map of the area (scale 1" = 100') from an approved source to be used as the base map for the radius map.
2. Indicate the project site by highlighting the lot(s) on the map.
3. Draw a radius that is 300' from the exterior boundaries of project site lot(s).
4. Indicate zoning and street addresses for all lots within 300' radius.

HOW TO PREPARE ADDRESS LABELS

1. Secure the required Assessor's Maps covering the affected property and all lots within 300' thereof. Using the Assessor's property owner roll, turn to the correct map book number, then page number, and then parcel number for all parcels within the 300' radius. The name and address of the property owner is shown in the left-hand column. If the mailing address of the property owner is different from the property owner sites address, use the mailing address which appears in the far right-hand column.
2. Obtain the unit or suite number for all condominiums, apartment units, and businesses within 300 feet of the project site from field survey or through other available resources.
3. Using self-sticking 8½" x 11" address label sheets, type (capital letters and no punctuation marks) in the appropriate spaces the property owner's name and mailing address, the address for each condominium and apartment unit number addressed as "Occupant," and the name and address of each business. Assessor's Parcel Number need not be on label.



DEPARTMENT of COMMUNITY DEVELOPMENT

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9530

CERTIFIED AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, _____, hereby certify that the attached list contains the names and mailing addresses of all persons to whom all property is assessed as they appear on the latest available assessment roll of the County within a three hundred (300) foot radius, measured from the exterior boundaries, of the following property located at:

Address _____

Assessor's Parcel Number _____

I further certify that the attached list also contains the address of each multi-family (apartments and condominiums) unit and business located within such three hundred (300) foot radius of subject property.

Preparer's Name _____

Signature _____

Date list prepared _____

JURAT

State of California }
County of _____ }

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary

(Seal)



DEPARTMENT of COMMUNITY DEVELOPMENT

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9530

RADIUS MAP AND MAILING LABELS CONSULTANTS

Radius Maps
211 S. State College Blvd., #515
Anaheim, CA 92806
(888) 272-3487

Ownership Listing Service
Cathy McDermott
(951) 699-8064

Szeto & Associates
2714 Stingle Avenue
Rosemead, CA 91770
(626) 512-5050

Susan Case Inc.
917 Glenneyre St #7
Laguna Beach CA 92651
(949) 494-6105
laura@susancaseinc.com
www.susancaseinc.com

N.P.S. + Associates
Nick Vasuthasawat-President
396 W. Avenue 44
Los Angeles, CA 90065
(323) 801-6393
nicksplanningservices@gmail.com

Express Mapping
www.expressmapping.com
orders@expressmapping.com
4000 Barranca Pkwy #250
Irvine CA 92604
(949) 771-0051

Radius Maps 4 Less
www.radiusmaps4less.com
orders@radiusmaps4less.com
11808 Letini Dr.
Rancho Cucamonga, CA 91701
(909) 997-9357

More Services
12106 Lambert Ave.
El Monte, CA 91732
(626) 350-5944

TMG Solutions, Inc. Lanny Kusaka
6733 Sepulveda Blvd., #265
Los Angeles, CA 90045 (310) 337-7290
lanny@tmgsolutions.net
Donna Scales, Donna's Radius Maps
684 S. Gentry Lane
Anaheim Ca 92807
(714) 921-2921
ddradiusmaps@sbcglobal.net
JPL Zoning Services
6257 Van Nuys Blvd., #101
Van Nuys, CA 91401
(818) 781-0016
www.jplzoning.com

Atlas Radius Maps Dana Molino
P.O. Box 18612
Anaheim, CA 92817
(714) 906-3168
atlasradmaps@gmail.com

This list is for informational purposes only and does not represent a recommendation for services by the City of Gardena.

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

Pursuant to California Government Code § 65962.5, I have consulted the following Hazardous Waste and Substances Sites lists and hereby certify that:

___ The development project and any alternatives proposed in this application **are not** contained on the lists compiled pursuant to Government Code § 65962.5.

___ The development project and any alternatives proposed in this application **are** contained on the lists compiled pursuant to Government Code § 65962.5. (See below.)

INFORMATION:

Name of applicant: _____

Address: _____

Phone number: _____ Email: _____

Address of site: _____

Local agency (city/county): _____

Assessor's parcel number: _____

SITES CHECKED:

Envirostor – DTSC - Facilities with Corrective Actions -

https://www.envirostor.dtsc.ca.gov/public/search?cmd=search&site_type=&corrective_action=True&reporttitle=Facilities+With+Corrective+Actions

On List (Y or N) _____ Regulator ID # _____ Date Website Accessed _____

Envirostor – DTSC - Cortese List –

https://www.envirostor.dtsc.ca.gov/public/search?cmd=search&reporttype=CORTESE&site_type=CSITES,FUDS&status=ACT,BKLG,COM&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCE+S+SITE+LIST+%28CORTESE%29

On List (Y or N) _____ Regulator ID # _____ Date Website Accessed _____

Geotracker – SWRCB – Underground Storage Tanks -

https://geotracker.waterboards.ca.gov/search?CMD=search&case_number=&business_name=&main_street_name=&city=&zip=&county=&SITE_TYPE=LUFT&oilfield=&STATUS=&BRANCH=&MASTER_BASE=&Search=Search

On List (Y or N) _____ Regulator ID # _____ Date Website Accessed _____

List of Solid Waste Disposal Site – State Water Board (PDF) –

<https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/SiteCleanup-CorteseList-CurrentList.pdf>

On List (Y or N) _____ **Regulator ID #** _____ **Date Website Accessed** _____

List of Active Cease and Desist and Cleanup and Abatement Orders – State Water Board (Excel).
Access from Cortese list (4th bullet) –

<https://calepa.ca.gov/SiteCleanup/CorteseList/>

On List (Y or N) _____ **Regulator ID #** _____ **Date Website Accessed** _____

Applicant

Date

LAW OFFICES

FRANK A. WEISER

3460 Wilshire Boulevard, Suite 1212

Los Angeles, California 90010

Telephone: (213) 384-6964

Fax: (213) 383-7368

Refer To File No.

Member of the Bar

United States Supreme Court

March 28, 2024

United States Court of Appeals for Third Circuit

United States Court of Appeals for Fourth Circuit

United States Court of Appeals for Fifth Circuit

United States Court of Appeals for Sixth Circuit

United States Court of Appeals for Eighth Circuit

United States Court of Appeals for Ninth Circuit

United States Court of Appeals for Tenth Circuit

United States Tax Court.

Master of Law in Taxation

BY E-MAIL AND FEDERAL EXPRESS-
GUARANTEED OVERNIGHT DELIVERY

Mina Semenza

City Clerk

City of Gardena

City of Los Angeles Housing Department

1700 W. 162nd St.

Gardena, CA 90247

E-Mail: cityclerk@cityofgardena.org

Re: Request for In Person

Appeal Hearing for Eric Schames

and Soul Housing/Denial of

Business License Request/Property

Address located at 15902 S. Western

Avenue, Gardena, CA 90247/APN No.:

6105-010-068

Dear Ms. Semenza:

I represent Eric Schames, and Soul Housing in the above referenced appeal of the denial of the business license that was issued to him and Soul Housing ("SH") on March 21, 2024 by Greg Tsujiuchi ("GT") and the City of Gardena Department of Community Development.

Mina Semenza
City Clerk
City of Gardena
City of Los Angeles Housing Department
1700 W. 162nd St.
Gardena, CA 90247
E-Mail: cityclerk@cityofgardena.org
Re: Request for In Person
Appeal Hearing for Eric Schames
and Soul Housing/Denial of
Business License Request/Property
Address located at 15902 S. Western
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6105-010-068
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Mr. Schames is the CEO of SH and the subject property is the Gardena Terrace Inn located at 15902 S. Western Ave., Gardena, CA ("GTI").

My clients are requesting an immediate in person appeal of the denial of the business license to the appropriate administrative body that has jurisdiction in the matter.

The grounds for the appeal are as follows:

A. THE DENIAL VIOLATES DUE PROCESS

In City of San Bernardino Hotel/Motel Association v City of San Bernardino (1997) 59 Cal.App.4th 237, 245-252, the Fourth District Court of Appeal, Division 2, a case that I litigated, held that the previously enacted City of San Bernardino Transient Occupancy Tax ("TOT") ordinance was facially unconstitutional under the federal "void for vagueness" due process doctrine.

As the appellate court reasoned, based on U.S. Supreme Court precedent, before a person can be subject to criminal liability under a statute

Mina Semenza
City Clerk
City of Gardena
City of Los Angeles Housing Department
1700 W. 162nd St.
Gardena, CA 90247
E-Mail: cityclerk@cityofgardena.org
Re: Request for In Person
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he must not be required to speculate as to the statute's meaning or application, and the statute is contradictory, it fails on due process grounds as a matter of law. Id., at 245-247 (collecting and explaining cases).

My clients and GTI has a Certificate of Occupancy that was issued by the City prior to my clients leasing it from the owner of GTI to operate as a transient motel that is subject to the City's TOT, and my clients intend and will operate as a transient motel and are not converting the use of the property requiring a new CO. They will be collecting and paying to the City the required TOT for stays of occupancy within the prescribed limits of the municipal code.

Further, the City's TOT ordinance, as do all other TOT ordinances in the State of California set forth exemptions from the Tot for occupancies beyond the prescribed limits in their ordinances, generally thirty (30) days consistent with the State's limit set forth in Revenue and Taxation Code Section 7280(a).

Mina Semenza
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The statutory structure does not prohibit occupancies beyond thirty (30) days which is classified in your TOT ordinance, as well as all other TOT ordinances in the State as permanent occupancy exemptions.

Notwithstanding this, this is not a group care home as GT claims. If the potential occupants at GTI, who are a protected class under the Federal Fair Housing Act, 42 U.S.C. Section 3604, et seq. ("FHA"), and are being denied to occupy GTI as do other guests who have done so in the past, then the City will be violating the FHA for discriminatory housing practices and a failure to make a reasonable accommodation in the application of its laws.

The owner of GTI has the right to lease GTI to my clients and the parties cannot be discriminated against under the FHA.

B. THE CITY'S DENIAL VIOLATES THE UNITED STATES CONSTITUTION

The denial of a business license further violates the Fifth Amendment Takings Clause, the substantive and procedural components of the Due Process

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Clause, and Equal Protection Clause of the Fourteenth Amendment of the United States Constitution.

I trust that my clients will receive immediately their appeal hearing and not have to turn to the United States District court for the Central District of California under 42 U.S.C. Section 1983 and other federal and state statutes.

Further, any correspondence between City staff and my clients regarding the notice and citation and appeal must also be addressed also to my office by e-mail to insure proper delivery. I can be reached directly at (213) 399-7806 or at maimons@aol.com.

Sincerely,

Frank A. Weiser

Frank A. Weiser

Attorney at Law

cc: Clients

CDDPlanningandZoning@cityofgardena.org



AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION

STANDARD COMMERCIAL SINGLE-TENANT LEASE -- NET

(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only, January 25, 2024, is made by and between Gardena Terrace Inn, LLC ("Lessor") and Socially Oriented United Living Inc., dba Soul Housing ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known by the street address of 15902 S. Western Ave., located in the City of Gardena, Los Angeles, County of Los Angeles, State of California, with the zip code 90247 and generally known as the Gardena Terrace Inn ("Premises"). (See also Paragraph 2).

1.3 **Term:** 5 years and 0 months ("Original Term") commencing February 1, 2024, ("Commencement Date") and ending January 31, 2029, ("Expiration Date"). (See also Paragraph 3) (See also Paragraph 50, Option)

1.5 **Base Rent:** \$ 70,000.00 per month ("Base Rent"), payable on the first day of each month commencing February 1, 2024. (See also Paragraph 4.)

RENT CHECKS ARE DUE ON THE FIRST OF EACH MONTH. Please remit check to or c/o:

S2K Management, Inc.
1628 Victory Blvd, Suite 101
Glendale, CA 91201

LESSOR DOES NOT INVOICE ON A MONTHLY BASIS.

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 Base Rent and Other Monies Paid Upon Execution:

- (a) **Base Rent:** \$70,000.00 for the period February 1, 2024 through February 29, 2024.
- (b) **Initial Security Deposit:** \$70,000.00 ("Security Deposit"). (See also Paragraph 5 and Addendum)
- (c) **Association Fees:** \$ N/A for the period .
- (d) **Other:** \$
- (e) **Total Due Upon Execution of this Lease:** \$ 140,000.00.

1.7 Agreed Use: Hotel/inn for those those facing homelessness via CalAim Community Supports program

1.8 Insuring Party: Lessor is the "Insuring Party" unless otherwise stated herein. (Also see Paragraph 8)

1.9 ~~Real Estate Brokers:~~ (See also Paragraph 15) ~~Lessor is a licensed Real Estate Agent acting as a principle and has no agency relationship with Lessee.~~

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

- represents Lessor exclusively ("Lessor's Broker");
- represents Lessee exclusively ("Lessee's Broker"); or
- represents both Lessor and Lessee ("Dual Agency"). (Also see Paragraph 15.)

(b) ~~Payment to Brokers:~~ Upon the execution and delivery of this Lease by both Parties and occupancy of the Premises by Lessee, Lessor shall pay to the Broker the fee agreed to in their separate written agreement (or if there is no such agreement, the sum of Three Percent (3%) of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor:** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37.)

1.11 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:

- ☐ an Addendum consisting of Paragraphs through .
- ☐ a plot plan depicting the Premises;
- ☐ a current set of the Rules and Regulations;
- ☐ a Work Letter;
- ☒ other (specify): Rental Agreement Addendum (page 19).

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all such other elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date and that the structural

elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, at Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty period shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense.

2.3 Compliance.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor and Lessee shall allocate the obligation to pay for the portion of such costs reasonably attributable to the Premises pursuant to the formula set out in Paragraph 7.1(d); provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditure are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been advised by Lessor and/or Broker(s) to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefore as the same relate to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.)

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in this Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease, (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease.) Rent for any period during

the term hereof which is for less than on full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$30 in addition to any late charges and Lessor, at its option, may require all future payment to be made by lessee to be by cashier's check. Payment will be applied first to accrued late charges and attorney's fee, second to accrued interest, then to Base Rent and Operating Expense Increase, and any remaining amount to any other outstanding charges or cost.

4.3 **Association Fees.** In addition to the base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto or in furtherance of supportive care provided by Lessee.. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that unreasonably disturbs occupants of or causes damage to neighboring premises or properties. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system), and shall promptly, at Lessee's expense,

comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the clean up of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee.) Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee, shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the such Requirements, without regard to whether such Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefore.

7. Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks, and parkways located in, on, or adjacent to the premises. Lessee, in keeping the premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of

repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and other pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, (vi) clarifiers, (vii) basic utility feed to the perimeter of the Building, and (viii) any other equipment, if reasonably required by Lessor. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and if Lessor so elects, Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance at a rate that is commercially reasonable in the judgment of Lessor's accountants. Lessee may however repay its obligation at anytime.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communications cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee-Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on, or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense, defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee Owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises, or if applicable, the Project) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Insurance.** Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000, an "Additional Insured-Managers or Lessors of Premises Endorsement" and contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. If Lessor is the Insuring Party, however, Lessee-Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 8.4 rather than by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any co-insurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence, and Lessee shall liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are a part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such Building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property; Business Interruption Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days' prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee releases and relieve Lessor, and waives their entire right to recover damages against the Lessor, for loss of or damage to its property arising out of Lessee's operations. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. Lessee agrees to have their property damage insurance carriers waive any right to subrogation against Lessor.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor from Liability.** Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose the Lessor to risks and potentially cause Lessor to incur cost not contemplated by this Lease, the extent which will be extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificated evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/ costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. The Lessor shall notify the Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense

9.4 **Total Destruction.** Notwithstanding any other provisions hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or other restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

9.8 **Waive Statutes.** Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** In addition to Base Rent, lessee shall pay to Lessor an amount equal to the Real property tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payment shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Estate Taxes when due, lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment.** If the Premises are not separately assessed, lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively

determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee may assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises with Lessor's prior written consent, which shall not be unreasonably withheld, to an affiliated entity for purposes of credentialing or operations with subsidized housing programs.

(b) ~~Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.~~

(c) ~~The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee, by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.~~

(d) ~~An assignment or subletting other than 12.1(a) without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.~~

(e) Lessee's remedy for any breach of this Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept any Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of any Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event of the amount collected by Lessor exceed shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.

(c) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease where any such failure continues for a period of 10 days following written notice to Lessee.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this Subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not effect the validity of the remaining provisions.

(f) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(g) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. Lessor shall have the immediate right to re-enter the premises and remove all persons and property therefrom, store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under this Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interest, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any Rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this Paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any other provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit reserving Lessee's right to seek reimbursement from Lessor. Lessee shall document the cost of said cure and supply said documentation to Lessor.

13.7 **Change of Laws.** Notwithstanding anything to the contrary contained in this Lease or Addendum, if there are any federal, state or local laws, administrative or agency rulings, guidelines, reimbursement changes or actions, that may impact the Agreed Use, operations, or ongoing profitability of the Premises under Lessee's use, Lessee may elect to terminate this Lease with cause within thirty (30) days' prior written notice (the effective date of such termination shall be referred to as the "Law Change Termination Date").

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.** N/A

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the American Industrial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Except as provided in Paragraph 15, upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** Subject to the provisions of Paragraph 17 above, the obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and lessee shall look to the Premises and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers. No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Lease shall

not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given by Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new Lease between Lessee and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

30.3 Non-Disturbance.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times within at least 24 hours written notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other Premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the American Industrial Real Estate Association, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and the performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises for the entire term hereof.

39. **Options.** ~~If Lessee is granted an option, as defined below, then the following provisions shall apply.~~

39.1 **Definition.** ~~"Option" shall mean: (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.~~

39.2 **Options Personal To Original Lessee.** ~~Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.~~

39.3 **Multiple Options.** ~~In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.~~

39.4 **Effect of Default on Options.**

(a) ~~Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.~~

(b) ~~The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).~~

(c) ~~An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), (ii) If Lessee commits a Breach of this Lease.~~

40. **Multiple Buildings.** If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading, of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, right, dedication maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each party shall, within thirty (30) days after request, deliver to the other party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessee shall be empowered to execute any amendment to this Lease or other document ancillary thereto and bind all of the named lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. Mediation and Arbitration of Disputes. An Addendum requiring the Mediation and/or the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is XX is not attached to this Lease.

50. American with Disabilities Act. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

The Parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Lessor's Initials

Lessee's Initials

Executed at: _____

on: January 26, 2024

By LESSOR:

Gardena Terrace Inn, LLC

By: 

Name Printed: Anand Desai

Title: Member

Executed at: _____

on: 1/28/2024

By LESSEE:

Soul Housing

By: 

Name Printed: Eric Schames

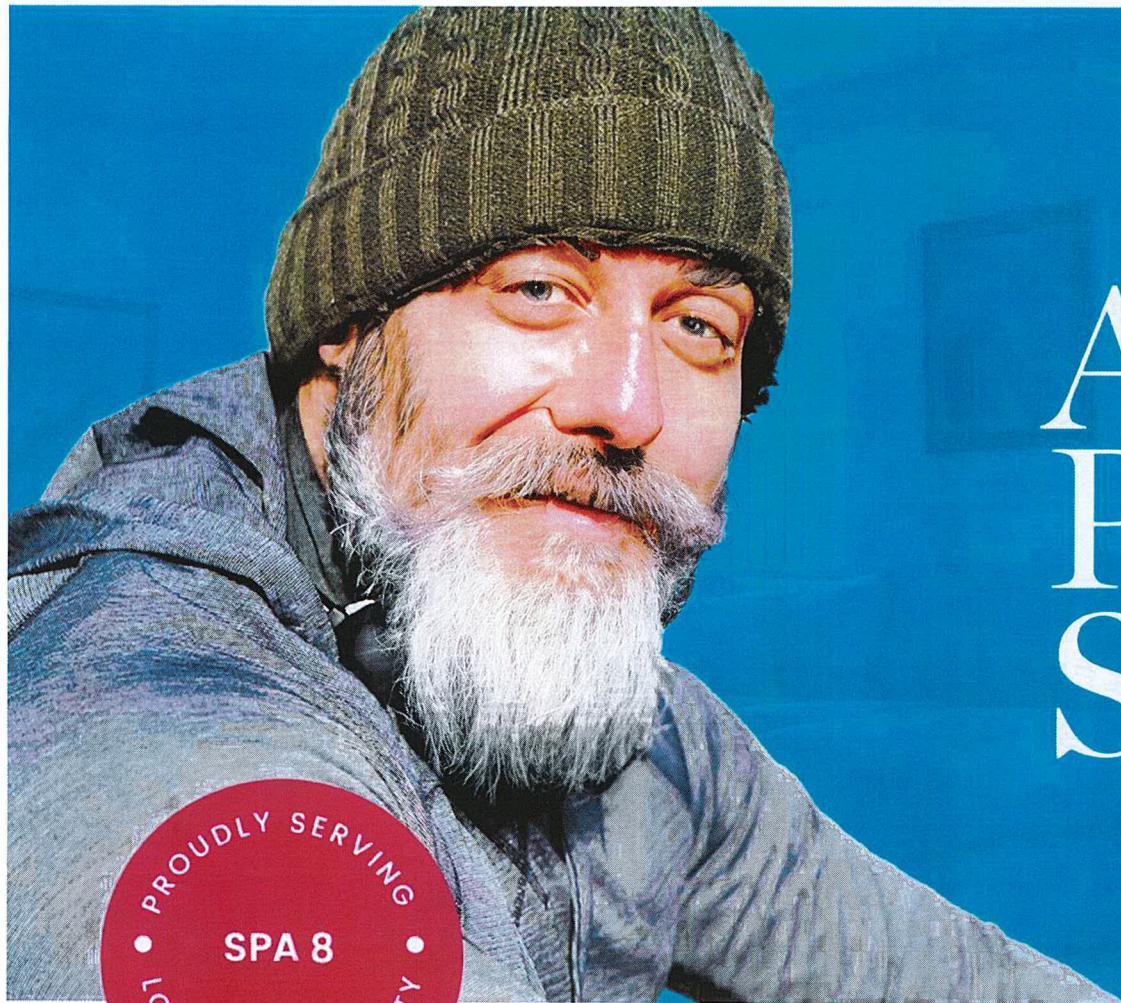
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ADDENDUM TO STANDARD INDUSTRIAL LEASE RENTAL AGREEMENT ADDENDUM

Dated: January 25, 2024

By and Between: S2K Management, Inc. (Lessor) and Socially Oriented United Living Inc., dba Soul Housing (Lessee)

1. Base Rent shall be increased three-percent (3%) annually, beginning on January 31, 2025
2. Lessee shall be responsible to file and pay for any LA County Transient Occupancy Tax due to Lessee's Use during the Term of this Lease.
3. In accordance with the Lease, if Lessee elects to terminate this Lease without Cause during the first three (3) years of the Term, Lessee shall pay Lessor a termination fee equal to four (4) months Base Rent and provide three (3) months advance notice..
4. Lessee shall be provided access to begin renovations on the property beginning February 1, 2024.
5. Lessor will deliver the premises in "as-is" condition. Prior to delivery of the premises, Lessor will only be required to remove, from each of the guest rooms: mattresses, bed bases, nightstands, tables, and chairs.
6. Lessee shall pay an additional month of Security Deposit (\$70,000.00) within Month 3 of the lease.
7. Pertaining to section 8 Insurance; Indemnity of this lease, Lessee is required to supply Lessor a valid certificate of insurance naming S2K Management, Inc. and Gardena Terrace Inn, LLC as additional insured with respective endorsements to be approved by lessor. Additionally, Lessee to maintain workers compensation insurance with a waiver of subrogation favoring Lessor, if available.
8. Lessee to secure and maintain an umbrella/ excess insurance policy in the amount of \$5,000,000.00 by March 31, 2024. The policy must name S2K Management, Inc. and Gardena Terrace Inn, LLC as an additional insured.
9. Lessee must pay the Property Taxes by adding 1/12 of the annual property tax bill to each month's Base Rent.
10. Lessee or Sublessee do not have the option to extend this lease.



A Safe Place to Stay



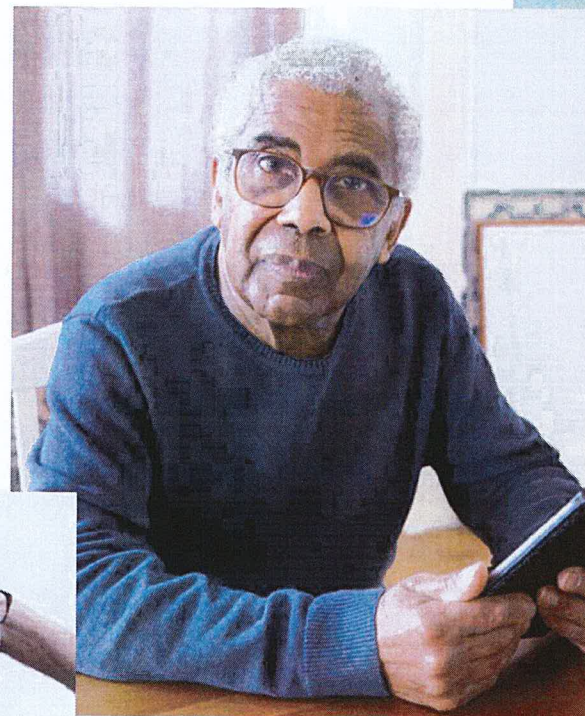
About Soul Housing

- Established in 2016 to provide safe-discharges and housing solutions to under-resourced communities throughout Los Angeles.
- In September 2022, Soul Housing became a DHCS CalAIM Community Supports Provider, contracted to provide short-term housing post-hospitalization housing LA County. Our primary focus is to deliver top-notch support to individuals experiencing homelessness or facing housing insecurity.
- We currently operate 7 properties (500+ beds), including 4 motels. We manage the motels in accordance with its intended use and ensure that all relevant transient occupancy taxes are paid.
- Due to the significant volume of eligible referrals from Memorial Hospital of Gardena, Kindred Hospital South Bay, and LAHSA- SPA 8, there is a pressing need to establish a facility in Gardena to meet the high demand.



Services We Offer

- 24/7 security and supervision
- 24/7 on-site management
- Three hot and nutritious meals delivered per day
- Cable TV and high-speed internet
- Communal areas for relaxing and socializing
- Complimentary laundry facilities
- Coordination with clinicians and medication adherence
- Coordination with case management and housing transition service providers
- Assistance with applying for housing assistance programs, DMV, and new benefit programs



15902 S. Western:



More Secure and Safe Than Any Motel in Gardena

- Continuous 24/7 security surveillance in the parking lot and around
- Parking allocated on the first floor; rooms situated on the 2nd and 3rd floors
- Access to the property limited to eligible guests (CalAIM program) and staff
- Mandatory screening of guests and their belongings for illicit drugs, weapons, or contraband before entry

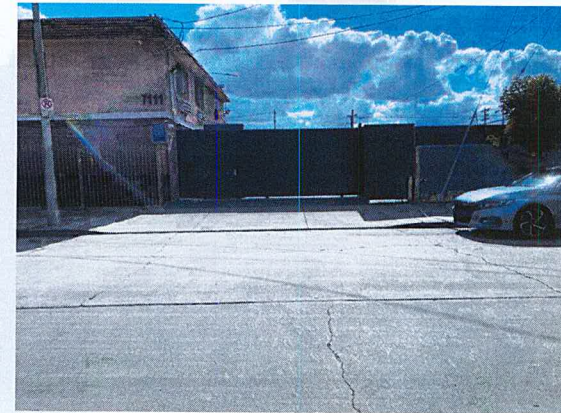
Other Soul Housing Motels:



7301 S. Figueroa, Los Angeles



1904 E. 113th St., Los Angeles



7111 S. Hoover, Los Angeles



8200 S. Figueroa, Los Angeles



We manage the motels in accordance with its intended use and ensure that all protocols and relevant transient occupancy taxes are paid.

CALAIM COMMUNITY SUPPORTS PROVIDER PARTICIPATION AGREEMENT

This CalAim Community Supports Provider Participation Agreement ("Agreement") is made and entered into by and between the Community Supports (CS) Provider identified on the signature page of this Agreement ("Provider"), and Health Net of California, Inc. on behalf of itself and its subsidiaries and affiliates (collectively, "Health Net"). This Agreement is effective July 01, 2022.

RECITALS

A. Provider has the legal authority to enter into this Agreement, and to deliver or arrange for the delivery of Contracted Services.

B. Health Net has the legal authority to enter into this Agreement, and to perform the obligations of Health Net hereunder with respect to the Benefit Programs.

C. The parties desire to enter into this Agreement to arrange for Provider to participate in one or more of Health Net's networks of Providers that render Contracted Services to Medi-Cal Beneficiaries of various Benefit Programs.

D. Provider's primary consideration shall be the quality of services rendered to Beneficiaries, pursuant to Title 10 CCR 2240.4.

E. Health Net is engaging with community-based providers to provide whole-person approach to care that addresses clinical and non-clinical circumstances of high-need Medi-Cal members as a result of DHCS's Community Supports services.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereby agree as follows:

I. DEFINITIONS

Many words and terms are capitalized throughout this Agreement to indicate that they are defined as set forth in this Article I.

1.1 Allowable Charges. Allowable Charges is defined as Provider's billed charges for Contracted Services.

1.2 Beneficiary. A person who is properly enrolled in and eligible to receive Covered Services under a Benefit Program at the time Covered Services are rendered. The parties acknowledge that the term 'member' may be used by Health Net in certain related materials, such as Benefit Program documents covering various products, marketing materials, and Health Net Policies. For reference purposes, the term Beneficiary includes the term 'member' wherever used.

1.3 Benefit Program. The group agreement, evidence of coverage, certificate of insurance, summary plan description or similar documents in effect at the time Covered Services are rendered for lines of business offered through Health Net. The Benefit Programs in which Provider participates and terms and conditions such as payment rates relating to such Benefit Programs, are set forth in the Addenda to this Agreement.

1.4 Complete Claim. A Complete Claim means a claim or portion thereof, if separable, including attachments and supplemental information or documentation, which provides reasonably relevant information as defined by applicable State or federal statutes and regulations, and which is submitted to Health Net by Provider for Socially Oriented United Living, Inc.
Dba Soul Housing
Community Supports
Effective 07.01.2022

payment of Contracted Services that may be processed by Health Net without obtaining additional information from Provider or from a third party.

1.5 Contracted Services. Covered Services that are (i) those services which Provider is licensed to provide and which Provider customarily provides, and (ii) to be provided to a Beneficiary under the terms of the applicable Benefit Program in effect at the time such services are rendered or as required by State or federal law, and (iii) compensated in accordance with this Agreement except as otherwise may be required by State or federal law.

1.6 Covered Services. The services, equipment and supplies that are covered as determined by Health Net.

1.7 Dispute. The term "Dispute", as used in this Agreement, including Sections 7.5 and 7.6, shall mean any controversy or disagreement that may arise out of or relate to this Agreement, or the breach thereof, whether involving a claim in tort, contract or other applicable area of law.

1.8 Excluded Services. Those services, equipment and supplies that are determined by Health Net to be non-Covered Services under the applicable Benefit Program in effect at the time such services are rendered and for which Provider may bill the Beneficiary.

1.9 Facility(ies). All service locations owned, operated, leased, or subcontracted by Provider at which Contracted Services are provided under this Agreement. Provider's service locations as of the date this Agreement is executed by the parties are listed on an exhibit to this Agreement.

1.10 Health Net. A network of managed health care delivery or indemnity companies, owned, controlled, controlling, under common control with, managed or administered in whole or in part now or hereafter, by Health Net, LLC, its successors and assigns.

1.11 Health Net Policies. The policies, procedures and programs established by Health Net and applicable to Provider in effect at the time Covered Services are rendered, including without limitation Health Net's grievance and appeal procedures, provider dispute and/or appeal process, drug formulary or preferred drug list, fraud detection, recovery procedures, eligibility verification, billing and coding guidelines, payment and review policies, anti-discrimination requirements, medical management programs, continuity of care policies, provider manuals and/or operations manuals.

1.12 Participating Provider. A facility, individual, supplier, or other organization which has met applicable vetting or credentialing requirements, if any, and has, or is governed by, an effective written agreement directly with Health Net or indirectly through another entity, such as a Provider, to provide Covered Services.

1.13 Prior Authorization. The written or electronically issued prior approval by Health Net or its designee for the provision of Covered Services which may be required under a Benefit Program or a Health Net Policy.

1.14 Records. Books, documents, contracts, subcontracts, and records prepared and/or maintained by a party that relate to this Agreement whether in written or electronic format, including without limitation medical records, Beneficiary billing and payment records, financial records, policies and procedures, and other books and records that may be required by applicable federal and State law

1.15 State. The State of California.

1.16 Surcharge. An additional fee which is charged to a Beneficiary for a Covered Service, but which is not approved by the applicable State and federal regulatory authority, and is neither disclosed nor provided for in a Benefit Program.

II. DUTIES OF CS PROVIDER

2.1 General Obligations. Provider agrees that during the term of this Agreement and any renewal terms, each of them is:

2.1.1 licensed without restriction or limitation by the State to provide Contracted Services to the extent required by the State;

2.1.2 operating and providing Contracted Services in compliance with applicable local, State, and federal laws, rules, regulations and legal standards of care;

2.1.3 delivering Contracted Services to Beneficiaries in the same manner and with the same availability, as services are delivered to other customers;

2.1.4 maintaining such physical plant, equipment, and customer service personnel as may be necessary to provide Contracted Services;

2.1.6 Provider shall notify Health Net in writing, thirty (30) days in advance, of any changes, including but not limited to, federal tax identification numbers, practice or billing addresses, office email address, phone numbers, office hours, non-English languages spoken by Provider or office staff, and/or national provider identifier numbers. In addition, Provider shall acknowledge and respond in a timely manner to all Health Net requests for practice information updates.

2.1.7 National Committee for Quality Assurance ("NCQA") Accreditation of Health Plans Standards. Provider agrees to: i) cooperate with Quality Management and Improvement ("QI") activities; ii) maintain the confidentiality of Beneficiary information and records pursuant to this Agreement; and iii) allow Health Net to use Provider's performance data.

2.2 Provision of Services. Provider agrees to render Contracted Services to Beneficiaries of Benefit Programs under the terms and conditions of this Agreement. Notwithstanding the foregoing, Provider understands and agrees that Health Net does not have an obligation under this Agreement to assign or refer to Provider any minimum amount of Beneficiaries. Health Net has not represented or guaranteed to Provider that any Beneficiaries shall receive Covered Services from Provider or that Provider shall participate in all networks of Participating Providers offered by or through Health Net.

Provider acknowledges that Health Net shall not be liable for, nor will exercise control or direction over, the manner or method by which Provider renders any Covered Services to Beneficiaries under this Agreement.

2.3 Verification of Eligibility. Provider shall verify the eligibility of Beneficiaries using Health Net's telephonically or electronically available system before providing Contracted Services, in compliance with the timeframes and procedures set forth in Health Net Policies.

2.4 Non-Discrimination. Provider shall not discriminate against any Beneficiary in the provision of Contracted Services hereunder, whether on the basis of the Beneficiary's coverage under a Benefit Program, age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, source of payment, utilization of medical or mental health or substance use disorder services or supplies, equipment, pharmaceuticals or supplies, health status (including without limitation, Beneficiaries who are, were, or may be victims of domestic violence, or have or may have conditions that are caused by domestic violence), genetic information, or other unlawful basis including, without limitation, the filing by such Beneficiary of any complaint, grievance or legal action against Provider or Health Net. Provider agrees to make reasonable accommodations for Beneficiaries with disabilities or handicaps, including but not limited to, providing such auxiliary aides and services to Beneficiaries as are reasonable, necessary and appropriate for the proper rendering of Contracted Services at the Provider's expense.

2.5 Subcontracting. The following requirements shall survive termination of this Agreement with respect to Contracted Services rendered during the term of the Agreement and apply when Contracted Services are provided by a subcontractor:

2.5.1 Provider shall furnish Health Net with copies of its subcontracts within ten (10) days of Health Net's written request.

2.5.2 Every subcontract shall comply with all applicable local, State and federal laws, including privacy/confidentiality and medical record accuracy laws, be consistent with the terms and conditions of this Agreement, and shall not be used by Provider with respect to Beneficiaries, Benefit Programs and/or Contracted Services upon the reasonable request of Health Net.

2.5.3 Provider shall not subcontract either directly or indirectly, with any provider that has been excluded from participation in the Medicare Advantage Program under Section 1128 or 1128A [42 U.S.C. 1320a-7] of the Social Security Act or in the State Medi-Cal program.

2.5.4 Each such subcontractor shall meet applicable Health Net vetting or credentialing requirements, if any, prior to the subcontract becoming effective with respect to Contracted Services.

2.5.5 (i) Provider shall be solely responsible to pay the subcontractor; (ii) Provider shall hold Health Net and Beneficiaries harmless from and against any and all claims which may be made by subcontractors in connection with Covered Services provided to Beneficiaries by the subcontractor; and (iii) Provider shall require that the subcontractor hold Health Net and Beneficiaries harmless from and against any and all claims for payment for such services and shall not attempt to collect any sums owed by Provider from Health Net or a Beneficiary.

2.5.6 Subcontracts shall not restrict the rights and obligations of a healthcare provider to communicate freely with Beneficiaries regarding their medical condition and treatment alternatives including medication treatment options, regardless of service coverage limitations.

2.5.7 In the event that any of Provider's subcontracts fail to comply with the requirements set forth herein, Health Net shall not be required to recognize the existence or validity of the subcontract with respect to Beneficiaries, Benefit Programs and/or Covered Services. Health Net shall further have the right, but not the obligation, to directly pay subcontractors submitting claims for Contracted Services, and to recoup any compensation otherwise due by Health Net to Provider pursuant to the terms and conditions of this Agreement. Provider shall indemnify and hold harmless Health Net for all such payments and related costs.

2.6 Health Net Policies. Provider shall participate in and comply with all Health Net Policies in effect on the effective date of this Agreement, and as modified periodically by Health Net in accordance with Section 3.2 of this Agreement. Provider hereby acknowledges that it has had the opportunity to review Health Net Policies regarding quality improvement and utilization management that pertain to Health Net and Provider's rights and obligations under this Agreement at least fifteen (15) business days prior to the date Provider has executed this Agreement.

2.7 Prior Authorization and Referrals. When either Prior Authorization and/or a Referral is required for the rendition of a Community Supports service, the receipt of the required Prior Authorization and/or the required Referral, each being separate and distinct requirements, is a prerequisite to payment of Complete Claims for Covered Services in addition to confirming eligibility prior to delivering service as required by this Agreement and Health Net Policies. Health Net (or its designee as applicable) may rescind or modify its Prior Authorization, in a manner consistent with Health Net Policies, based on variety of factors, including but not limited to the eligibility of the Beneficiary

2.8 Credentialing Program. Provider shall submit to Health Net or its designee any applicable vetting or Credentialing Application, which meets minimum requirements of Health Net. Provider or subcontractor shall not begin performing Provider's obligations under this Agreement, until Provider and/or Facility has satisfied applicable vetting or credentialing or re-credentialing requirements, if any.

2.9 Insurance. Provider shall maintain insurance in amounts and types as required by Health Net Policies. Provider agrees to provide Health Net with a Certificate of Insurance from Provider's insurance carrier or

other mutually agreeable written evidence of such insurance coverage within three (3) days of such request by Health Net. Provider also agrees to notify Health Net in writing at least thirty (30) days prior to any termination, cancellation or material modification of any policy for all or any portion of the coverage required herein.

2.10 Trade names, Trademarks, Directories. Provider shall not use or display the trade names, trademarks, or other identifying information of Health Net without Health Net's prior written approval of both form and content, which approval shall not be unreasonably withheld. However, this provision shall not prohibit Provider from posting a reasonable notice on its website or in its facilities listing by name those insurance carriers that are accepted by Provider so long as the notice lists each name in substantially similar format. Provider agrees that Health Net may list the name, address, telephone number and other factual information of Provider and of Provider's subcontractors and their facilities in its directories, marketing and informational materials, and electronic media.

2.11 Non-Solicitation. Neither Provider nor any employee, agent or subcontractor of Provider shall solicit or attempt to convince or otherwise persuade any Beneficiary to discontinue participation in any Benefit Program or in any other manner interfere with Health Net's contract and/or property rights. Notwithstanding the foregoing, Health Net in no way restricts Provider from discussing medical treatment options with Beneficiaries regardless of Benefit Program coverage options.

2.12 Language Assistance Program. Provider shall comply with Health Net's ongoing language assistance program to ensure Limited English Proficient ("LEP") Beneficiaries have appropriate access to language assistance while accessing Provider services, pursuant to Health and Safety Code §§ 1367(e)(3), 1367.04 and 1367.07 and Insurance Code §§ 10133.8 and 10133.9 and corresponding provisions of the California Code of Regulations.

2.13 Additional Rights and Obligations. Any additional rights or obligations of Provider or Health Net shall be set forth in the Addenda to this Agreement.

2.14 Federal Lobbying Restriction. Health Net is obligated under 31 U.S.C. § 1352 to obtain certain information from subcontractors engaged to fulfill part or all of Health Net's obligations under its health maintenance contracts with state and local governments, the proceeds of which are funded by federal grants or federal appropriations. To that end, Provider certifies and agrees as follows:

Certification: Provider certifies that it has not and will not use any funds received from Health Net under this Agreement to lobby Congress or any employee or member of Congress, or any federal agency or federal government employee or official (hereinafter "the federal government") for the award of any federal contract, grant, appropriation or loan (or the continuation, extension, renewal, amendment, or modification of the same) or for the ability to participate in any federal cooperative agreement.

Required Disclosures: Provider also agrees that if it engages any person to lobby the federal government for the award to Health Net of a federal contract, grant, appropriation, or loan (or the continuation, extension, renewal, amendment, or modification of the same) or for the ability to participate in any federal cooperative agreement involving Health Net, the undersigned will fully and truthfully execute Standard Form LLL as set forth in Health Net Policies, and will provide such executed form to Health Net. Provider understands that Health Net is legally obligated to provide such information to certain federal grant and contract recipients with which it contracts, and further understands that all executed Standard Form LLLs will be supplied to the federal government. Provider agrees to supplement its disclosure under this paragraph promptly if there is a change in any of the information therein.

Subcontracting Obligation: If Provider engages any subcontractor to perform all or part of its obligations under this Agreement, it will require the subcontractor (1) to sign a certification stating that it will not use funds earned under the subcontract to lobby for the award of a federal contract, grant, appropriation or loan (or the continuation, extension, renewal, amendment, or modification of the same) or for the ability to participate in any federal cooperative agreement, and (2) to execute Standard Form LLL, in the event that it engages any person to lobby the federal government for such purposes. Provider will promptly provide to Health Net any Standard Form LLLs executed by its subcontractor(s).

2.15 Benefit Programs Funded with Federal Funds. Provider shall, for Benefit Programs funded in whole or in part with federal funds, ensure compliance with all State and/or federal laws, rules, regulations, and other mandates governing payment to providers whose names appear on one or more excluded provider lists maintained by State and/or federal agencies. Such agencies include, but are not limited to, the U.S. Office of the Inspector General (OIG), the CA Department of Healthcare Services (DHCS), and the General Services Administration (GSA). Where any such law, rule, regulation, and/or mandate impose a compliance obligation on a party, and where such compliance depends upon the other party's cooperation, the other party shall not unreasonably withhold such cooperation, sought on reasonable notice.

III. DUTIES OF HEALTH NET

3.1 Payment. Health Net shall make payment to Provider for Contracted Services in accordance with Article IV and the applicable addenda, schedules and exhibits of this Agreement.

3.2 Health Net Policies. Health Net Policies are set forth in references and forms available to Provider through Health Net's website or by other means which Health Net will communicate to Provider periodically. Health Net Policies in existence as of the effective date of this Agreement are hereby incorporated into this Agreement by reference. Notwithstanding the foregoing and/or any other provision of this Agreement, the parties agree that a formal amendment to this Agreement shall not be required to effectuate modifications to Health Net Policies. Modifications to Health Net Policies may be made periodically as determined by Health Net in accordance with the procedures set forth in applicable State law (including without limitation the California Health Care Providers' Bill of Rights). Such modifications shall be deemed incorporated in this Agreement as of the effective date of such modification unless otherwise mutually agreed by the parties in writing at the time of the modification in accordance with applicable State law (including without limitation the California Health Care Providers' Bill of Rights).

3.3 Insurance. Health Net shall maintain appropriate insurance programs or policies including bodily injury and personal injury coverage, which includes persons serving on Health Net committees as insured by definition. In the event that a policy or program is terminated or the coverage of committee persons is materially changed, Health Net shall so notify Provider.

3.4 Reporting to Regulators. Health Net shall accept sole responsibility for filing reports, obtaining approvals and complying with applicable laws and regulations of State, federal and other regulatory agencies having jurisdiction over Health Net; provided, however, that Provider agrees to cooperate in providing Health Net with any information and assistance reasonably required in connection therewith, including without limitation, permitting the regulatory agencies to conduct periodic site evaluations of Provider and any of their equipment, operations, and billing and medical records of Beneficiaries. Such records shall be located in the State.

3.5 Access To This Agreement.

Access by Health Net. As of the effective date of this Agreement, the following Health Net subsidiaries and affiliates may at their option access this Agreement: Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health and Wellness Plan, Wellcare of California, Inc., Arizona Complete Plan, Health Net Health Plan of Oregon, Inc., Health Net Insurance Services, Inc., Health Net Federal Services, LLC., Managed Health Network, Inc., MHN Government Services, Inc., and Network Providers LLC. Notwithstanding the foregoing, Provider agrees that any other subsidiary or affiliate of Health Net not listed above may access the rates and terms set forth in this Agreement. This would include members of non-California based health plan affiliates who may be treated by Provider. To the extent Health Net allows a Health Net subsidiary or affiliate to access this Agreement, Health Net binds such subsidiaries and/or affiliates to the terms and conditions of this Agreement.

IV. FINANCIAL OBLIGATIONS. The terms of this Article IV shall survive termination of this Agreement with respect to Covered Services rendered during the term of this Agreement:

Socially Oriented United Living, Inc.
Db a Soul Housing
Community Supports
Effective 07.01.2022

4.1 Payment Rates. Health Net shall pay and Provider shall accept as payment in full for Contracted Services, the rates payable by Health Net under the terms and conditions of this Agreement (including the payment conditions, chargemaster and other provisions set forth in the applicable addenda, schedules and exhibits to this Agreement). Any overpayment, inaccurate payment or other payment error made by Health Net shall not be deemed or construed or otherwise operate to change the payment terms or rates provided for under this Agreement.

4.2 Billing and Payment.

4.2.1 Billing. Provider shall submit to Health Net, via Health Net's electronic claims submission program or hardcopy as determined by Health Net, Complete Claims within one hundred eighty (180) days after Provider renders Contracted Services unless Provider demonstrates good cause pursuant to applicable State law. Where Health Net and/or Payor is the secondary payor under Coordination of Benefits, Provider shall submit Complete Claims for Covered Services accompanied by the explanation of benefits (EOB) or explanation of payment (EOP) from the primary payor to Health Net or a Payor within one hundred eighty (180) days of the date of the EOB/EOP. If Provider fails to comply with the timely claims submission/filing requirements set forth herein, Health Net shall have no obligation to pay for such claims, and Provider shall be prohibited from billing the Beneficiary as set forth in Section 4.6 hereof.

Provider agrees that Health Net shall have the right to determine the accuracy of all Complete Claims submitted to it prior to payment, including verification of diagnostic codes, DRG assignment, and whether Provider has delivered the Covered Service in good faith and pursuant to the terms of an applicable Prior Authorization.

4.2.2 Payment. Health Net shall make payment on each of Provider's timely-submitted Complete Claims in accordance with this Agreement and pursuant to the timeframes, procedures and other requirements of applicable State and federal law, including without limitation the calculation and payment of interest on overdue payments. Payment of interest plus the amount of any Complete Claim payment deficiency shall be Provider's sole measure of damages (i.e., claims for consequential or incidental damages do not apply) for failure of Health Net to make timely and accurate payments.

4.2.3 Appeals. In addition to the dispute resolution and arbitration rights described in Section 7.5 and Section 7.6 herein, Provider may dispute any Health Net action that adjusts, denies, or contests a claim, billing practice, or other contractual provision so long as Provider submits a written dispute to the Health Net Provider Appeals Unit. Unless Provider demonstrates good cause pursuant to applicable State or federal law, Health Net shall not grant Provider reconsideration or appeal of a claims payment for Covered Services that exceed three hundred sixty five (365) days of Health Net's action or in the case of inaction, within three hundred sixty five (365) days after the time for contesting or denying claims (as defined in applicable State or federal law) has expired. Appeals shall be submitted by Provider in accordance with the procedures, and to the address for Health Net's Provider Appeals Unit, listed in Health Net Policies. If Provider fails to comply with the timely appeals submission/filing requirements set forth herein, Health Net shall have no obligation to pay for such claims except as otherwise required by applicable State and federal law, and Provider shall be prohibited from billing the Beneficiary as set forth in Section 4.6 hereof. Provider and Health Net agree to comply with all timeliness and procedural requirements for submitting and responding to disputes submitted to Health Net's Provider Appeals Unit as set forth in Health Net Policies.

4.3 Recoupment of Overpayments; Right of Offset.

4.3.1 Provider shall inform Health Net of any overpayment made to Provider, and shall return any such overpayment to Health Net within thirty (30) business days from the date Provider first becomes aware of any such overpayment.

4.3.2 In the event Health Net determines that it has overpaid a claim, either in connection with an audit or otherwise, Health Net shall notify Provider in writing. Such overpayment notice shall be issued within (i) three hundred sixty-five (365) days of the date of payment on the overpaid

amount for claims arising from Benefit Programs regulated by the California Department of Managed Health Care or the California Department of Insurance, or within (ii) three (3) years from the date of payment on the overpaid amount for claims arising from other types of Benefit Programs that are not regulated by the California Department of Managed Health Care or the California Department of Insurance, or (iii) at any time, in the event of fraud and/or misrepresentation. Such notice shall be sent to Provider's address of record with Health Net for the receipt of claim related correspondence and payments unless Provider informs Health Net in writing of an alternative address to which such notices are to be sent at least thirty (30) days in advance of the address change.

4.3.3 If Provider does not contest Health Net's overpayment notice, Provider shall reimburse Health Net within thirty (30) business days from the date Provider receives the overpayment notice. If Provider fails to reimburse Health Net within those thirty (30) business days, then, beginning on the first calendar day after the expiration of this thirty (30) business day time period, Health Net shall commence offsetting, as set forth herein and interest shall accrue on any and all unpaid amounts at the rate of ten percent (10%) per annum.

4.3.4 In the event Provider wishes to contest the overpayment notice, it must do so within thirty (30) business days from the date Provider receives the overpayment notice, by sending to Health Net's Provider Appeals Unit (at the address listed in Health Net Policies) a written appeal clearly stating the basis upon which Provider believes that the claim was not overpaid. Health Net shall review and make a decision with respect to Provider's appeal, and shall notify Provider of its decision in writing within forty-five (45) business days from the date Health Net receives Provider's written appeal. In the event Health Net denies Provider's appeal and upholds Health Net's determination that an overpayment has been made, Provider shall reimburse Health Net for the overpayment within thirty (30) business days from the date it receives the written notice of Health Net's denial of Provider's written appeal. If Provider fails to reimburse Health Net within those thirty (30) business days, then beginning on the first calendar day after the expiration of this thirty (30) business day time period, Health Net may commence offsetting as set forth herein, and interest shall accrue on any and all unpaid amounts at the rate of ten percent (10%) per annum.

4.3.5 If Provider desires to continue to contest the overpayment, it shall do so by following the dispute resolution process set forth in Sections 7.5 and 7.6 of this Agreement.

4.4 Eligibility. The parties acknowledge that verification of eligibility by Health Net is based on information available to Health Net from its customers on the date Provider seeks verification. Health Net shall use reasonable efforts to discourage its customers from retroactively canceling or adding Beneficiaries to a Benefit Program and encourage its customers to timely and accurately provide eligibility information. In the event Contracted Services are provided to an individual who is not a Beneficiary, based on an erroneous or delayed enrollment/eligibility list the following shall apply: (i) when the individual is enrolled in a substitute or replacement health care service or insurance plan which is obligated under applicable law to make payment to Provider for services delivered to the individual, Provider shall seek payment from the substitute or replacement carrier; and (ii) when the individual does not have substitute or replacement coverage, Health Net shall pay Provider for Contracted Services delivered to the individual by Provider prior to the time Provider received notice of that individual's ineligibility pursuant to the terms and conditions of this Agreement, provided, however, for those Benefit Programs that are not regulated by the California Department of Managed Health Care or the California Department of Insurance, as an additional prerequisite for payment pursuant to this Section 4.4(ii), Provider shall submit to Health Net evidence that Provider has unsuccessfully sought payment through two billing cycles for all or a portion of such charges from the patient or the person having legal responsibility for the patient, or from the entity having financial responsibility for such payment. In the event Health Net pays Provider pursuant to this Section 4.4, Provider shall have no further right and shall not attempt to collect any additional payment from the individual for said services and Provider hereby assigns and transfers all legal rights of collection and Coordination of Benefits for services to Health Net.

4.5 Collection of Fees and Surcharges. Provider shall not charge Beneficiary any fees or Surcharges for Contracted Services rendered pursuant to this Agreement. In addition, Provider shall not collect a sales, use or other applicable tax from Beneficiaries for the sale or delivery of Contracted Services unless required by applicable State or federal law. If Health Net receives notice of any attempt to collect or the receipt of any inappropriate

additional charges, including without limitation Surcharges, Health Net shall take appropriate action. Provider shall cooperate with Health Net to investigate such allegations, and shall promptly refund to the party who made the payment, any payment reasonably determined to be improper by Health Net.

4.6 Beneficiary Held Harmless. Provider agrees that in no event, including, but not limited to, non-payment by Health Net, insolvency of Health Net, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Beneficiaries or persons acting on their behalf other than Health Net for Contracted Services provided pursuant to this Agreement except for Excluded Services or permitted third party liens under this Agreement and as permitted under Section 3.5.2 hereof. This provision shall not prohibit collection of Excluded Services or permitted third party liens under this Agreement made in accordance with applicable Benefit Program Requirements. Provider agrees that: (i) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Beneficiaries; and (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Beneficiaries or persons acting on their behalf. Provider agrees to (iii) address any and all concerns it has with claims payment through Health Net's provider appeal process pursuant to Health Net Policies and (iv) give the Beneficiary and Health Net confirmation that Provider has rescinded the collection notice and taken any other actions necessary to clear the Beneficiary's credit record of the collection matter.

4.7 Conditions for Compensation for Excluded Services. Provider may bill a Beneficiary for Excluded Services rendered by Provider to such Beneficiary only if the Beneficiary is notified in advance that the services to be provided are not Covered Services under the Beneficiary's Benefit Program, and the Beneficiary requests in writing that Provider render the Excluded Services, prior to Provider's rendition of such services.

4.8 Coordination of Benefits. Provider agrees to conduct Coordination of Benefits in accordance with federal and State laws and regulations and Health Net Policies ("Coordination of Benefit Rules"), including but not limited to, the prompt notification to Health Net or a Payor of any third party entity who may be responsible for payment and collection of Copayments. Provider shall not bill Beneficiaries for any portion of Contracted Services not paid by the primary carrier when Health Net or a Payor is the secondary carrier, but shall seek payment from Health Net/Payor. When Health Net or a Payor is secondary under the Coordination of Benefits Rules, Health Net or a Payor shall pay Provider an amount up to Beneficiary's primary plan's copayment, coinsurance or deductibles as applicable, where that payment does not exceed Health Net's contracted rate under this Agreement. In the event that Medicare is the primary carrier and Health Net Commercial Benefit Program is secondary, Health Net shall pay Provider only up to Medicare's allowable amount and/or the Beneficiary's Copayment, Coinsurance or Deductibles as applicable. When Health Net Medi-Cal is the secondary Payor, Health Net will not pay more than the Provider would receive if DHCS were paying secondary in accordance with Medi-Cal Coordination of Benefits. Such recoveries shall be performed in accordance with the applicable Benefit Program Requirements and Health Net Policies.

4.9 Third Party Recoveries; Workers Compensation. In the event Provider provides Covered Services to Health Net Beneficiaries for injuries resulting from the acts of third parties, or resulting from work related injuries, Provider shall have the right to recover from any settlement, award, or recovery from any responsible third-party the reasonable and necessary charges for such Covered Services to the extent permitted by applicable law. Provider shall notify Health Net of any such recovery and shall provide Health Net with an accounting of all such sums recovered. In the event Provider has recovered sums from a third party, Provider agrees to pay such recovered sums to Health Net up to the fee-for-service amounts that Health Net paid to Provider, to the extent that Health Net has not recovered such amounts from its own third party recovery efforts. Provider shall pay these amounts to Health Net within sixty (60) days of Health Net informing Provider of the amounts Health Net recovered from its own third party recovery efforts, if any. This section does not obligate, nor does it prohibit, either Health Net or Provider to undertake such third party recovery efforts.

4.10 Reciprocity. Provider agrees that Health Net may allow the payment rates set forth in this Agreement to be used by Participating Providers who may periodically be responsible for compensating Provider for Covered Services rendered by Provider to a Beneficiary.

V. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year thereafter (the "Initial Term"). Either party may terminate this Agreement effective as of the end of the Initial Term by providing at least one hundred twenty (120) days prior written notice to the other party. This Agreement shall automatically renew for successive one (1) year periods (the "Renewal Terms").

5.2 Immediate Termination. Either party may terminate this Agreement immediately upon notice to the other party, in the event of: (i) a party's violation of material law, rule or regulation; (ii) a party's failure to maintain the insurance coverage specified hereunder; or (iii) a felony conviction or a plea of guilty, nolo contendere or no contest related to the medical and/or financial practices of a party. Health Net may terminate this Agreement immediately upon notice to Provider in the event of (iv) action taken by a State or federal regulator that results in a material restriction upon Provider's ability to perform Covered Services, including if applicable, operate a facility or reportable discipline against Provider's license, accreditation, or certification; (v) Health Net's determination that the health, safety or welfare of any Beneficiary may be in jeopardy if this Agreement is not terminated; (vi) any material adverse finding as a result of a lawsuit or claim, related to the medical and/or financial practices of Provider.

5.3 Termination Due to Material Breach. In the event either party believes the other party has committed a material breach of this Agreement, the non-breaching party shall send the other party a written Notice of Breach and Demand to Cure ("Notice"). Without limiting either party's other termination rights under this Article V, in the event that either party fails to cure a material breach of this Agreement within thirty (30) days of receipt of the Notice from the other party (the "Cure Period"), the non-defaulting party may terminate this Agreement by providing the defaulting party thirty (30) days prior written notice of termination. The non-defaulting party may exercise this termination option, if at all; within thirty (30) days of the date the Cure Period expires. If the breach is cured within the Cure Period, or if the breach is one, which cannot reasonably be corrected within the Cure Period, and the defaulting party is making substantial and diligent progress toward correction during the Cure Period to the reasonable satisfaction of the non-defaulting party, this Agreement shall remain in full force and effect. The provisions of this Section 5.3 shall not apply to Health Net claims payment timeliness issues which are governed by Article IV of this Agreement, unless and until the parties have completed the dispute resolution process set forth in Sections 7.5 and 7.6 of this Agreement, and the dispute relates to habitual, chronic and material claims payment timeliness issues.

5.4 Termination Upon Notice. Either party may terminate this Agreement, in whole, or in part with respect to one or more of the Covered Service identified in the attached Exhibit(s), during a Renewal Term for any reason or no reason upon one hundred twenty (120) days prior written notice to the other party. In the event that either party provides the other party with such notice, and following Health Net's completion of any applicable regulatory filing requirements, Health Net may, at its option, begin to transition Beneficiaries under this Agreement to another Participating Provider.

5.5 Information to Beneficiaries. The parties each agree not to disparage the other in any information supplied by either party to Beneficiaries or other third parties in connection with any expiration, termination or non-renewal of this Agreement. Health Net shall assume sole responsibility for notifying Beneficiaries, and Health Net may commence transferring Beneficiaries to alternate providers, prior to the effective date of any expiration, termination or non-renewal of this Agreement in accordance with State and federal law. If Beneficiaries seek services after the effective date of any expiration, termination or non-renewal, Provider shall inform such Beneficiaries that Provider no longer has an agreement with Health Net to render Covered Services and shall direct them to Health Net's customer service department. Provider shall not otherwise initiate communications with Beneficiaries or other third parties, verbally or in writing, concerning the expiration, termination or non-renewal of this Agreement and Provider's participation in Health Net's Participating Provider network, unless the parties have agreed in writing to the content of such communications in the context of a mutually agreed communication plan. The terms of this Section 5.5 shall survive termination of this Agreement.

5.6 Effect of Termination. In the event that a Beneficiary is receiving Contracted Services on the date this Agreement expires, non-renews, and/or terminates, upon the request of Beneficiary and Health Net, Provider shall continue to provide Contracted Services to the Beneficiary until the Beneficiary is assigned or transitioned to another Participating Provider. Provider's compensation for such Contracted Services shall be at the rates contained in the applicable Addendum hereto. If Provider's services are continued beyond the expiration, non-renewal, and/or termination of this Agreement, Provider shall be subject to the same contractual terms and conditions that were imposed on Provider prior to the expiration/non-renewal/termination.

5.7 Termination Due to Performance. Health Net shall, on a quarterly basis, measure Provider's performance with regard to CS service using retrospective data. If Provider fails to satisfy performance standards then Provider shall be required to submit to Health Net a written Corrective Action Plan (CAP) within thirty (30) calendar days after receipt of notice of non-performance from Health Net. Failure to meet performance standards in whole, or in part with respect to one or more of the Covered Services identified in the attached Exhibit(s) for three (3) consecutive measurement periods, Health Net reserves the right to terminate one or more of the Covered Services in the attached Exhibit(s).

VI. RECORDS, AUDITS AND REGULATORY REQUIREMENTS

6.1 Records. Provider shall prepare and maintain Records in accordance with the general standards applicable to such Record-keeping and in compliance with all applicable federal and State confidentiality and privacy laws. Provider shall maintain such Records for at least ten (10) years after the rendition of Contracted Services, and Records of a minor child shall be kept for at least three (3) years after the minor has reached the age of eighteen (18), but in no event less than ten (10) years after the rendition of Contracted Services. Additionally, Provider shall maintain such Records as may be necessary and reasonably requested by Health Net to comply with applicable federal and State law, and accrediting agency reporting requirements, rules and regulations. Provider's Records shall be and remain the property of Provider.

6.2 Access to Records and Audits by Regulatory Agencies. Subject only to applicable State and federal confidentiality or privacy laws, Provider shall permit designated representatives of local, State, and federal regulatory agencies having jurisdiction over Health Net and designated representatives of public and private exchange-based purchasers and accreditation agencies having jurisdiction over Health Net (collectively referred to as "Regulatory Agencies"), access to Provider's Records, at Provider's place of business in this State during normal business hours, in order to audit, inspect and review and make copies of such Records. Such Regulatory Agencies shall include, but not be limited to, the State Department of Health Care Services, the State Department of Insurance, the State Department of Managed Healthcare, the United States Justice Department, CMS, the United States Department of Health and Human Services, Covered California, the National Committee for Quality Assurance, and any of their representatives. When requested by Regulatory Agencies, Provider shall produce copies of any such Records at no charge. Additionally, Provider agrees to permit Regulatory Agencies or their representatives, to conduct site evaluations, inspections and audits of Provider's Records, offices and service locations at no cost to Health Net and/or Regulatory Agencies, and within a reasonable time period, but not more than five (5) days after the request is submitted to Provider.

6.3 Access to Records and Audits by Health Net. Subject only to applicable State and federal confidentiality or privacy laws, Provider shall permit Health Net or its designated representative access to Provider's Records, at Provider's place of business in this State during normal business hours, in order to audit, inspect, review, perform chart reviews, and duplicate such Records unless Provider agrees to a remote audit of such records. If performed on site, access to Records for the purpose of an audit shall be scheduled at mutually agreed upon times, upon at least thirty (30) business days prior written notice by Health Net or its designated representative, but not more than sixty (60) days following such written notice. Provider shall attend an exit interview upon completion of the audit for the purpose of obtaining a mutually agreed upon reconciliation of the initial audit findings. Such exit interview shall be conducted at a mutually agreeable time at Provider's place of business in this State during normal business hours upon at least ten (10) days prior written notice by Health Net or its designated representative, but not more than thirty (30) days following such written notice. In the event Provider fails to attend the scheduled exit interview, Provider shall be deemed to have accepted the audit findings. If the audit was performed remotely, such exit interview shall consist of Health Net or its designated representative sharing its audit findings with Provider via written or electronic communications as determined by Health Net. Provider shall be allowed ten (10) days to contest the audit results. If not contested within ten (10) days then Provider shall be deemed to have accepted the audit findings. Provider may be reimbursed reasonable fees associated with the retrieval of Provider's Records and or duplication and preparation of requested Provider Records pursuant to applicable State law, including California Health and Safety code Section 123110. Audit findings relating to any audit of claims shall include adjustment for late charges, overcharges and undercharges. Any such adjustments shall be the net amounts as reflected in the audit

findings. Any payments owed by one party to the other as the result of an audit shall be paid within thirty (30) days of the exit interview for such audit.

6.4 Continuing Obligation. The obligations of Provider under this Article VI shall not be terminated upon termination of this Agreement, whether by rescission, non-renewal or otherwise. After such termination of this Agreement, Health Net and Regulatory Agencies shall continue to have access to Provider's Records as necessary to fulfill the requirements of this Agreement and to comply with all applicable laws, rules and regulations.

6.5 Regulatory Compliance. Each party agrees to comply with all applicable local, State, and federal laws, rules and regulations, now or hereafter in effect, regarding the performance of the party's obligations hereunder, including without limitation, laws or regulations governing Beneficiary confidentiality, privacy, appeal and dispute resolution procedures to the extent that they directly or indirectly affect Provider, a Beneficiary, or Health Net, and bear upon the subject matter of this Agreement. If Health Net is sanctioned by any Regulatory Agency for non-compliance that is caused by Provider, Provider shall compensate Health Net for amounts tied to this sanction incurred by Health Net including Health Net's costs of defense and fees.

VII. GENERAL PROVISIONS

7.1 Amendments. This Agreement may be amended by mutual written agreement of the parties. Notwithstanding the foregoing, amendments required to comply with State or federal laws or regulations, requirements of Regulatory Agencies, or requirements of Accreditation Agencies, shall not require the consent of Provider or Health Net and shall be effective immediately on the effective date of the requirement. The parties acknowledge that changes to Health Net Policies that may affect a party's rights or obligations under this Agreement are addressed in Section 3.2 hereof.

7.2 Separate Obligations. The rights and obligations of Health Net under this Agreement shall apply to each Health Net subsidiary or affiliate accessing this Agreement only to the extent such Health Net subsidiary or affiliate has accessed this Agreement with respect to the Benefit Programs of such Health Net subsidiary or affiliate. A Health Net subsidiary or affiliate shall not be responsible for the obligations of any other Health Net subsidiary or affiliate under this Agreement with respect to the other's Benefit Programs. The terms of this Section 7.2 shall survive termination of this Agreement.

7.3 Assignment. Provider shall not assign this Agreement in whole or in part without Health Net's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any change in control of Provider resulting from a merger, consolidation, stock transfer or asset sale shall be deemed an assignment or transfer for purposes of this Agreement that requires Health Net's prior written consent. Health Net expressly reserves the right to assign, delegate or transfer any or all of its rights, obligations or privileges under this Agreement to an entity controlling, controlled by, or under common control with Health Net, LLC.

7.4 Confidentiality. The Parties each agree that, unless disclosure is required by state or federal law, they shall hold Beneficiary health information and all confidential or proprietary information or trade secrets of each other, in trust and confidence. The Parties each agree that, unless disclosure is required by state or federal law, they shall keep strictly confidential all customized, non-template terms and rates set forth in this Agreement (including without limitation all addenda, exhibits, and any past or future amendments to this Agreement). The Parties further agree that in the event a disclosure is required by state or federal law, they shall disclose only the specific information mandated by such law in order to comply with the applicable legal requirements. Notwithstanding the foregoing, the Parties acknowledge and agree that this provision does not preclude disclosure by Health Net to Beneficiaries, customers, Regulatory Agencies and exchanges of certain financial terms of this Agreement, including without limitation detailed information contained in the Explanation of Benefits, Records under the conditions set forth in Article VI of this Agreement, and/or information regarding the method of compensation used by Health Net with respect to Health Net's Participating Provider networks, e.g., fee-for-service, capitation, shared risk pool, DRG or per diem. Health Net and Provider agree that such information shall be used only for the purposes contemplated herein, and not for any other purpose. Health Net and Provider agree that nothing in this Agreement shall be construed as a limitation of (i) Provider's rights or obligations to discuss with the Beneficiaries matters pertaining to the

Beneficiaries' health regardless of Benefit Program coverage options or (ii) Health Net's rights or obligations with respect to subcontractors, including without limitation delegated providers, or (iii) disclosures to counsel or a consultant of a party for the purpose of monitoring regulatory compliance or rendering legal advice pertaining only to this Agreement or disclosures to internal or independent auditors of a party for audit purposes pertaining to this Agreement, provided that in either case the counsel or consultant agrees in writing to comply with the provisions of this Section 7.4 and agrees that the terms of this Agreement may not be disclosed to any other person or entity or used in any manner whatsoever in connection with any other agreement involving Health Net. The terms of this Section 7.4 shall survive termination of this Agreement.

Nothing in this provision or this Agreement shall be construed to prohibit, condition, or in any way restrict the disclosure of claims data related to health care services provided to a Beneficiary of Health Net, to a qualified entity, as defined in Section 1395kk(e)(2) of Title 42 of the United States Code. All disclosures of data made under this provision shall comply with all applicable state and federal laws for the protection of the privacy and security of the data, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the federal Health Information Technology for Economic and Clinical Health Act, Title XIII of the federal American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and implementing regulations.

7.5 Dispute Resolution Procedure. The parties agree to use the dispute resolution process set forth in this Section 7.5, and binding arbitration as described in Section 7.6, as the final steps in resolving any Dispute. The parties each understand and agree that any and all Health Net internal appeals processes (including without limitation as set forth in Section 4.2.3 hereof) must be properly pursued and exhausted before engaging in the dispute resolution process set forth in this Section 7.5.

(i) Meet and Confer Process:

Initiation: If the parties are unable to resolve any Dispute through applicable Health Net internal appeal processes, if any, the parties agree to meet and confer within thirty (30) days of a written request by either party in a good faith effort to informally settle any Dispute. The parties each agree and understand that the meet and confer requirements set forth herein may be satisfied only by meeting each of the following requirements: (a) an actual meeting must occur between executive level employees of the parties who have authority to resolve the Dispute and are each prepared to discuss in good faith the Dispute and proposed resolution(s) to the Dispute, and (b) such meeting may take place either in person or on the telephone at a mutually agreeable time, and (c) unless otherwise mutually agreed by the parties, neither party is allowed to have legal counsel present at the meeting or to substitute legal counsel for the executive level employee, and (d) such meeting and all related discussions between the parties shall be treated in the same manner as confidential protected settlement discussions under the State Rules of Civil Procedure.

Confidentiality: All documents created for the purpose of, and exchanged during, the meet and confer process and all meet and confer discussions, negotiations and proceedings shall be treated as compromise and settlement negotiations subject to applicable State law. To the extent the parties produce or exchange any documents, the parties agree that such production or exchange shall not waive the protected nature of those documents and shall not otherwise affect their inadmissibility as evidence in any subsequent proceedings.

(ii) Voluntary Mediation:

If the parties are unable to resolve any Dispute through the meet and confer process set forth above, and desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, a joint request for such services may be made to the American Arbitration Association ("AAA"), or the Judicial Arbitration and Mediation Services ("JAMS") prior to submitting a Dispute to arbitration, or the parties may initiate such other procedures as they may mutually agree upon.

7.6 Binding Arbitration. If the parties are unable to resolve a Dispute through the dispute resolution process set forth in Section 7.5, the parties agree that such Dispute shall be settled by final and binding arbitration, upon the motion of either party, under the appropriate rules of the AAA or JAMS, as agreed by the parties. Any Arbitrator must be either a judge, or an attorney licensed to practice law in the State of California, who is in good standing with the State Bar, and has at least ten (10) years of experience with health care matters and the arbitration of managed care disputes. The parties each understand and agree that the exhaustion of any Health Net internal appeals

processes and the Meet and Confer Process set forth in Section 7.5 (i) hereof are conditions precedent to binding arbitration under this Section 7.6. Notwithstanding the foregoing, nothing contained herein is intended to require binding arbitration of disputes alleging medical malpractice between a Beneficiary and Provider or to Disputes between the parties alleging breaches of confidentiality of Beneficiary information, trade secret or intellectual property obligations. The arbitration shall be conducted in San Francisco, California or Los Angeles, California, or another location mutually agreeable to the parties that is not more than one hundred miles from Provider's principal office. The written demand shall contain a detailed statement of the matter and facts and include copies of all material documents supporting the demand. Arbitration must be initiated within one year after the date the Dispute arose by submitting a written notice to the other party.

The parties expressly agree that the deadlines to file arbitration set forth above shall not be subject to waiver, tolling, alteration or modification of any kind or for any reason except for fraud. The failure to initiate arbitration before such deadlines shall mean the complaining party shall be barred forever from initiating such proceedings.

All such arbitration proceedings shall be administered by the AAA or JAMS, as agreed by the parties; however, the arbitrator shall be bound by applicable State and federal law, and shall issue a written opinion setting forth findings of fact and conclusions of law. The parties agree that the decision of the arbitrator shall be final and binding as to each of them. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall have no authority to make material errors of law or to award punitive damages or to add to, modify, or refuse to enforce any agreements between the parties. The arbitrator shall make findings of fact and conclusions of law and shall have no authority to make any award, which could not have been made by a court of law. The party against whom the award is rendered shall pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award. The parties waive their right to a jury or court trial.

The parties recognize and agree that theirs is an ongoing business relationship, which may lead to sensitive issues with respect to the exchange of information related to any Dispute. The parties agree, therefore, to enter into such protective orders (including without limitation creating a category of discovery documents "for attorney's eyes only" to the extent feasible given the nature of the evidence and the Dispute). All discovery information shall be used solely and exclusively for arbitration of the Dispute between the parties and may not be used for any other purpose. After the arbitration award becomes final, each party shall return or destroy all documents obtained from the other party during the course of the arbitration that are subject to a protective order, and within thirty (30) days of such date shall provide to the other party an officer's certificate signed under penalty of perjury indicating that all such information has been returned or destroyed.


In all cases submitted to arbitration, the parties agree to share equally the administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The administrative fees shall be advanced by the initiating party subject to final apportionment by the arbitrator in this award. The parties agree that the content and decision of any arbitration proceeding shall be confidential unless disclosure is required by applicable State or federal statutes or regulations. The terms of Section 7.5 and Section 7.6 shall survive termination of this Agreement.

7.7 Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement shall be valid or binding.

7.8 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State, except to the extent such laws conflict with or are preempted by any federal law, in which case such federal law shall govern. Health Net is subject to the requirements of various local, State, and federal laws, rules and regulations including, but not limited to, the requirements of Chapter 2.2 of Division 2 of the California Health & Safety Code (the Knox-Keene Health Care Service Plan Act) and of Chapters 1 and 2, of Division 1 of Title 28 of the California Code of Regulations ("C.C.R.") and Title 10 of the C.C.R. as well as the California Insurance Code. Any provision required to be in this Agreement by any of the above shall bind Provider and Health Net whether or not expressly set forth herein.

7.9 Indemnification.

Socially Oriented United Living, Inc.
Dba Soul Housing
Community Supports
Effective 07.01.2022



7.9.1 Responsibility for Own Acts. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

7.9.2 Provider agrees to indemnify, defend, and hold harmless Health Net, its agents, officers, and employees from and against any and all liability expense including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from Provider's performance or failure to perform its obligations hereunder.

7.9.3 Health Net agrees to indemnify, defend, and hold harmless Provider, its agents, officers, and employees from and against any and all liability expense, including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from Health Net's performance or failure to perform its obligations hereunder.

7.10 Non-Exclusive Contract. This Agreement is non-exclusive and shall not prohibit Provider or Health Net from entering into agreements with other providers or purchasers of services.

7.11 No Third Party Beneficiary. Nothing in this Agreement is intended to, or shall be deemed or construed to, create any rights or remedies in any third party, including a Beneficiary. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to increase the rights of any such Beneficiary or the duties or responsibilities of Provider or Health Net with respect to such Beneficiaries.

7.12 Notice. Notices regarding the breach, term, termination or renewal of this Agreement shall be given in writing in accordance with this Section 7.12 and shall be deemed given five (5) days following deposit in the U.S. mail, postage prepaid. If sent by hand delivery, overnight courier, or facsimile, notices shall be deemed given upon documentation of delivery. All notices shall be addressed as follows:

Health Net:

Provider Contracts Administration
Health Net of California, Inc.
21281 Burbank Blvd.
Woodland Hills, CA 91367

Valentina T. Shabanian
Regional Health Plan Officer
Health Net of California, Inc.
101 N. Brand Ave, Suite 1500
Glendale, CA 91203

Provider:

Soul Housing
Roman Rozhansky
2600 W. Olive Ave., Ste 500
Burbank, CA 91505

The addresses to which notices are to be sent may be changed by written notice given in accordance with this Section. Notwithstanding the previous paragraph, Health Net may provide all other notices by electronic mail, through its provider newsletter, or on its provider website.

7.13 Severability. If any provision of this Agreement is rendered invalid or unenforceable by any local, State, or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

7.14 Status as Independent Entities. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create any relationship between Provider and Health Net other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Provider nor Health Net, nor any of their respective agents, employees or representatives shall be construed to be the agent, employee or representative of the other.

7.15 Addenda. Each Addendum to this Agreement is made a part of this Agreement as though set forth fully herein. Any provision of an Addendum that is in conflict with any provision of this Agreement shall take precedence and supersede the conflicting provision of this Agreement with respect to the subject matter of the Addendum.

7.16 Calculation of Time. The parties agree that for purposes of calculating time under this Agreement, any time period of less than ten (10) days shall be deemed to refer to business days and any time period of ten (10) days or more shall be deemed to refer to calendar days unless the term "business" precedes the term "days".

7.17 Waiver of Breach. The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver of any subsequent breach of either the same or any other provision(s) of this Agreement. Further, any such waiver shall not be construed to be a waiver on the part of such party to enforce strict compliance in the future and to exercise any right or remedy related thereto.

THIS CONTRACT CONTAINS A BINDING ARBITRATION CLAUSE, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SOCIALLY ORIENTED UNITED LIVING, INC.
DbA SOUL HOUSING



Signature

Roman Rozhansky

Print Name

President

Title

Entity Name (If Applicable)

81-3347724

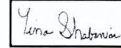
Tax Identification Number

National Provider Identifier

06/24/22

Date

HEALTH NET OF CALIFORNIA, INC.



Signature

Health Net Signature

Valentina Shabanian

Print Name

Regional Health Plan Officer

Title

Date

Socially Oriented United Living, Inc.
DbA Soul Housing
Community Supports
Effective 07.01.2022

ADDENDUM A

MEDI-CAL BENEFIT PROGRAM

Provider understands that Health Net Community Solutions, Inc. ("HNCS"), and California Health and Wellness Plan ("CH&W"), are each affiliates of Health Net and Health Net of California, Inc., and agrees that the obligations of Health Net, set forth in this Addendum, shall be the obligations of HNCS and/or CH&W, insofar as the obligations arise out of Covered Services provided to Medi-Cal Beneficiaries enrolled in or otherwise assigned to either or each of HNCS and CH&W. As used in this Addendum, the term "Health Net" refers to both or each of HNCS and CH&W, as shall be applicable. Health Net has one or more Medi-Cal prepaid health plan agreements with the California Department of Health Care Services ("DHCS"). For the purposes of this Addendum, Health Net's Medi-Cal agreements with the DHCS and any subcontracts with Medi-Cal prepaid health plans, are hereinafter collectively referred to as the "Medi-Cal Agreement". Health Net has agreed, under the Medi-Cal Agreement, to provide medical services covered under California's Medi-Cal Program, including Provider risk services, to Medi-Cal HMO Beneficiaries enrolled in or otherwise assigned to Health Net, on a prepaid basis. The provisions of the Addendum are required to appear in all subcontracts under the Medi-Cal Agreement by the terms of the Medi-Cal Agreement and by Medi-Cal law and may not be altered. When required under Medi-Cal law, the Agreement shall be effective upon approval by DHCS in writing or operation of law where DHCS has acknowledged receipt of the Agreement and failed to approve or disapprove within sixty (60) calendar days.

Provider understands and agrees that Health Net Community Solutions, Inc. is an Affiliate of Health Net and of Health Net of California, Inc. and has entered into an agreement with the Fresno-Kings-Madera Regional Health Authority (CalViva Health) to provide Covered Services to Medi-Cal beneficiaries in Fresno, Kings and Madera Counties who enroll in CalViva Health. Provider understands and agrees that Health Net of California, Inc. is providing Covered Services as a subcontractor to Health Net Community Solutions, Inc. for the CalViva Health Medi-Cal membership. Provider further understands and agrees that it will provide Covered Services to CalViva Health Medi-Cal members pursuant to the Agreement and that all terms and conditions of the Agreement, including reimbursement, shall apply to the provision of Covered services to the CalViva Health Medi-Cal members.

Health Net has or may enter into contracts with certain Payors, including local initiatives such as Cal Viva Health in Fresno, Kings and Madera Counties, to provide or arrange for Covered Services to Medi-Cal beneficiaries enrolled in the Medi-Cal plans of such Payors. Provider understands and agrees that a Payor may have adopted policies and procedures, including, but not limited to, quality assurance and quality improvement programs. Provider further understands and agrees that Provider and its Participating Providers shall comply with all the policies and procedures adopted by a Payor and shall participate in the Payor's quality assurance and quality improvement programs.

A. COMPENSATION PROVISIONS.

1. **Compensation.** Provider shall arrange and provide Contracted Services, set forth under Community Supports Addendum to Health Net Medi-Cal HMO Beneficiaries covered under this Addendum on a fee-for-service basis. As compensation for providing such Contracted Services, Provider shall be paid in accordance with the rates set forth in the Community Supports Addendum. Such compensation shall be paid within forty-five (45) working days of receipt of a complete and accurate claim for Covered Services rendered to a Medi-Cal HMO Beneficiary.

Notwithstanding anything to the contrary contained in this Agreement, if Provider is decertified, suspended and/or terminated by the California Department of Health Care Services ("DHCS"), or other governmental agencies ("DHCS Notice"), Provider acknowledges that it will not be eligible to receive reimbursement for Contracted Services following the date of the DHCS Notice and Health Net will have no liability to pay Provider under this Agreement upon receipt of the DHCS Notice.

2. **Billing.** Notwithstanding anything to the contrary to the Agreement, if Provider is compensated on a fee-for-service basis, Provider shall submit to Health Net, via Health Net's electronic claims submission program or hardcopy as determined by Health Net, Complete Claims within one hundred eighty (180) days after the month in which the Covered Service is rendered unless Provider demonstrates good cause pursuant to applicable State law.

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Db a Soul Housing
Community Supports
Effective 07.01.2022

Where Health Net is the secondary payor under Coordination of Benefits, Provider shall submit Complete Claims for Covered Services accompanied by the explanation of benefits (EOB) or explanation of payment (EOP) from the primary payor to Health Net within one hundred eighty (180) days of the date of the EOB/EOP.

If the Provider fails to comply with the timely claims submission/filing requirements set forth above, Health Net shall reimburse the Provider at the following rates: 75% of usual allowance for claims submitted during the seventh through ninth month after the month of service; 50% of usual allowance for claims submitted during the tenth through the twelfth month after the month of service. Health Net shall not be liable for payment to Provider for any Complete Claims received after the twelfth month after the month of service.

B. GENERAL PROVISIONS

1. Provider Certification. Provider is certified to participate in Medicaid/Medi-Cal under Title XIX of the Social Security Act or other applicable State law pertaining to Title XIX of the Social Security Act.

2. Provision of Covered Services. Provider shall arrange Covered Services for assigned Beneficiaries. For the purposes of this Addendum, "Covered Services" means those services, supplies and items that are specified as being covered under the Medi-Cal Agreement. Provider shall arrange Covered Services for Beneficiaries, in accordance with the following, each of which is hereby incorporated by reference as if set out in full herein:

- a) The terms and conditions of this Addendum and the Agreement.
- b) The terms and conditions of the Medi-Cal Agreement and the applicable Evidence of Coverage.
- c) Health Net Medi-Cal policies and procedures and physician bulletins.
- d) DHCS Medi-Cal Managed Care Division (MMCD) Policy Letters.
- e) All laws applicable to Provider and Health Net.
- f) Health Net's Utilization Care Management Program and Quality Improvement Program.
- g) Standards requiring services to be provided in the same manner, and with the same availability, as services are rendered to other customers.
- h) No less than the minimum clinical quality of care and performance standards that are professionally recognized and/or adopted, accepted or established by Health Net.

3. Preparation and Retention of Records; Access to Records; Audits. Provider shall prepare and maintain medical and other books and records required by law in a form maintained in accordance with the general standards applicable to such book or record keeping. Provider shall maintain such financial, administrative and other records as may be necessary for compliance by Health Net with all applicable local, State and federal laws. Provider shall retain such books and records for a term of at least ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later; and, shall retain all encounter data for a period of at least ten (10) years. Provider shall make Provider's premises, facilities, equipment, books, records, contracts, computer and other electronic systems and encounter data pertaining to the goods and services furnished under the terms of the Agreement available for the purpose of an audit, inspection, evaluation, examination or copying by Health Net, DHCS, the Centers for Medicare & Medicaid Services (CMS), the United States Department of Health and Human Services (DHHS), the California Department of Managed Health Care (DMHC), Inspector General, the Comptroller General, the United States Department of Justice (DOJ), or their designees and any other regulatory agency having jurisdiction over Health Net. The records shall be available at Provider's place of business, or at such other mutually agreeable location in California. When such entities request Provider's records, Provider shall produce copies of the requested records at no charge. Provider shall permit Health Net, and its designated representatives, and designated representatives of local, State, and federal regulatory agencies having jurisdiction over Health Net, to conduct site evaluations and inspections of Provider's offices and service locations. Provider shall comply with all monitoring provisions of the Medi-Cal Agreement and any monitoring requests by DHCS. If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the Provider at any time. [22 CCR §

53250(e)(1); W & I § 14452(c); Medi-Cal Agreement] Furthermore, Provider shall timely gather, preserve and make available to DIICS any records in Provider's possession related to the recovery for litigation, pursuant to the Medi-Cal Agreement.

4. Subcontracting Under the Agreement. Provider shall not subcontract for the performance of services under the Agreement without the prior written consent of Health Net. Every such subcontract shall provide that it is terminable with respect to Beneficiaries by Provider upon Health Net's request. Provider shall furnish Health Net with copies of such subcontracts, and amendments thereto, within ten days of execution. Each such subcontracting Provider shall meet Health Net's vetting or credentialing requirements, prior to the subcontract becoming effective. Provider shall be solely responsible to pay any individual permitted under the subcontract, and shall hold, and ensure that the subcontractor hold, Health Net, Beneficiaries and the State harmless from and against any and all claims which may be made by such subcontractor in connection with services rendered to Beneficiaries under the subcontract. Provider shall maintain and make available to Health Net, DHCS, the Centers for Medicare & Medicaid Services (CMS), the United States Department of Health and Human Services (DHHS), the California Department of Managed Health Care (DMHC), Inspector General, the Comptroller General, the United States Department of Justice (DOJ), or their designees and any other regulatory agency having jurisdiction over Health Net, copies of all Provider's subcontracts under the Agreement and to ensure that all such subcontracts are in writing and require that the subcontractor: (1) make premises, facilities, equipment, books, records, contracts, computer and other electronic systems available for the purpose of an audit, inspection, evaluation, examination, or copying by said entities; (2) retain such books and records for a term of at least ten years from the final date of the Contract period or from the date of completion of any audit, whichever is later; (3) maintain such books and records in a form maintained in accordance with the general standards applicable to such book or record keeping. [22 CCR § 53250(e)(3)]

5. Federal Disclosure Form. Provider shall submit to Health Net a completed Disclosure Form, attached to this Addendum, for officers and other persons associated with Provider as required by 42 CFR 455.104, 455.105 and 455.106 and California Welfare and Institutions Code § 14452(a).

6. Medi-Cal HMO Beneficiary Education. Provider shall make health education materials and programs available to Medi-Cal HMO Beneficiaries on the same basis that it makes such materials and programs available to the general public, and shall use its best efforts to encourage Medi-Cal HMO Beneficiaries to participate in such health education programs. [Medi-Cal Agreement].

7. Medi-Cal HMO Beneficiaries and State Held Harmless. Provider agrees that in no event, including, but not limited to, non-payment by Health Net, the insolvency of Health Net, or breach of the Agreement, shall Provider or a subcontractor of Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Medi-Cal HMO Beneficiaries, the State of California, or persons other than Health Net acting on their behalf for services provided pursuant to the Agreement. Provider agrees: (1) this provision shall survive the termination of the Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Medi-Cal HMO Beneficiaries; and (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Medi-Cal HMO Beneficiaries or persons acting on their behalf. Any modification, addition, or deletion of or to the provisions of this clause shall be effective on a date no earlier than fifteen (15) days after the DHCS has received written notice of such proposed change and has approved such change. [22 CCR § 53250(e)(6)].

8. No Surcharges and No Copayments. Provider shall not charge a Medi-Cal HMO Beneficiary any fee, surcharge or Copayment for services rendered pursuant to the Agreement except when explicitly allowed by the Medi-Cal Benefit Program, for covered services rendered pursuant to the Agreement. In addition, Provider shall not collect a sales, use or other applicable tax from Medi-Cal HMO Beneficiaries for the sale or delivery of medical services. If Health Net receives notice of any additional charge, Provider shall fully cooperate with Health Net to investigate such allegations, and shall promptly refund any payment deemed improper by Health Net to the party who made the payment. [Knox-Keene Act and Medi-Cal Agreement].

9. Grievances and Appeals. Provider agrees to work with Health Net to resolve all grievances and appeals relating to the provision of services to Medi-Cal HMO Beneficiaries in accordance with the Health Net Medi-Cal grievance and appeal procedures.

10. Fair Employment Requirements. During the term of this Agreement, Provider and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status. Provider and its subcontractors also shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Provider and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment & Housing Council implementing Government Code, Section 12990, set forth in Subchapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

11. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with all laws and contractual obligations incumbent upon Health Net. Provider shall comply with all applicable local, State, and federal laws, now or hereafter in effect, to the extent that they directly or indirectly affect Provider or Health Net, and bear upon the subject matter of the Agreement. Provider shall comply with the provisions of the Medi-Cal Agreement, and Chapters 3 and 4 of Subdivision 1 of Division 3 of Title 22 of the California Code of Regulations. In addition, Health Net is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and Subchapter 5.5 of Chapter 3 of Title 10 of the California Code of Regulations. Any provision required to be in the Agreement by either of the above laws shall bind the parties whether or not provided in the Agreement. [22 CCR § 53250(c)(2)]; W & I § 14452(a); Knox-Keene Act].

12. Notice. Provider acknowledges that Health Net shall notify the DHCS in the event this Agreement is amended or terminated. Notice to DHCS is considered given when properly addressed and deposited with the United States Postal Service as first class registered mail, postage attached. [Knox-Keene Act and Medi-Cal Agreement].

13. Reports: Provider shall provide Health Net, within the time requested by Health Net, with all such reports and information as Health Net may require to allow to meet the reporting requirements under the Medi-Cal Agreement or any applicable law, [22 CCR 53250(c)(5)].

14. Confidentiality of Information. Names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations, Section 205.50 and Section 14100.2 of the California Welfare and Institutions Code and the regulations adopted thereunder. For the purposes of this Agreement, all information, records, data, and data elements collected and maintained for or in connection with performance under this Agreement and pertaining to Medi-Cal HMO Beneficiaries shall be protected by Provider from unauthorized disclosure. With respect to any identifiable information concerning a Medi-Cal HMO Beneficiary under this Agreement that is obtained by Providers or its subcontractors, Provider: (1) will not use any such information for any purpose other than carrying out the express terms of this Agreement; (2) will promptly transmit to Health Net all requests for disclosure of such information; (3) will not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party other than Health Net without Health Net's prior written authorization specifying that the information is releasable under applicable law, and (4) will, at the expiration or termination of this Agreement, return all such information to Health Net or maintain such information according to written procedures provided Provider by Health Net for this purpose. Provider shall ensure that its subcontractors comply with the provisions of this paragraph.

15. Third Party Tort Liability. Provider shall make no claim for recovery for services rendered to a Medi-Cal HMO Beneficiary when such recovery would result from an action involving the tort liability of a third party or casualty liability insurance, including workers' compensation awards and uninsured motorist coverage. Within five (5) days of discovery, Provider shall notify Health Net of cases in which an action by the Medi-Cal HMO Beneficiary involving the tort or workers' compensation liability of a third party could result in a recovery by the Medi-Cal HMO Beneficiary. Provider shall promptly provide: (1) all information requested by Health Net in connection with the provision of services to a Medi-Cal HMO Beneficiary who may have an action for recovery from

any such third party; (2) copies of all requests by subpoena from attorneys, insurers or Medi-Cal HMO Beneficiaries for copies of bills, invoices or claims for services; and (3) copies of all documents released as a result of such requests. Provider shall ensure that its subcontractors comply with the requirements of this provision.

16. Amendments.

16.1 When required under Medi-Cal law, Amendments to the Agreement shall be submitted by Health Net to the DHCS for prior approval at least thirty (30) days before the effective date of any proposed changes governing compensation, services or term. Proposed changes, which are neither approved nor disapproved by the Department, shall become effective by operation of law thirty (30) days after the DHCS has acknowledged receipt, or upon the date specified in the amendment, whichever is later. Subcontracts between a prepaid health plan and a subcontractor shall be public records on file with the DHCS. [22 CCR §§ 53250(a), (c)(3), & (e)(4); W & I § 14452(a)].

16.2 Notwithstanding the foregoing and any provisions to the contrary in this Agreement, the parties understand and agree that an amendment to the material terms of this Agreement shall be permitted without the consent of Provider if: (i) Provider is a non-institutional provider; (ii) the amendment applies to the Medi-Cal product; (iii) Provider is compensated on a fee-for-service basis; (iv) Health Net gives the Provider a minimum of ninety (90) business days' notice of its intent to amend the Agreement; (v) Provider has the right to exercise its intent to negotiate and agree to the amendment within thirty (30) business days of Provider's receipt of the notice of amendment; and (vi) Provider has the right to terminate the Agreement within ninety (90) business days from the date of receipt of such notice if Provider does not exercise the right to negotiate the amendment and no agreement is reached. In such event, the amendment becomes effective ninety (90) days from the date of the notice set forth in this paragraph if Provider does not exercise its right to negotiate the amendment or to terminate the Agreement as described in this paragraph.

17. Notice of Change in Availability or Location of Covered Services. Health Net is obligated to ensure Medi-Cal HMO Beneficiaries are notified in writing of any changes in the availability or location of Covered Services at least thirty (30) days prior to the effective date of such changes, or within fourteen (14) days prior to the change in cases of unforeseeable circumstances. Such notifications must be approved by DHCS prior to the release. In order for Health Net to meet this requirement, Provider is obligated to notify Health Net in writing of any changes in the availability or location of Covered Services at least forty (40) days prior to the effective date of such changes.

18. Transfer of Care Upon Termination of the Agreement. Provider shall, pursuant to the requirements of the Medi-Cal Agreement, assist in the orderly transfer of services of all Medi-Cal HMO Beneficiaries under the care of Provider in the event of the termination of the Agreement.

19. Assignment and Delegation. Assignment or delegation of the Agreement shall be void unless prior written approval is obtained from the DHCS, in the instances where approval by the DHCS is required.

20. Cultural and Linguistic Services. Provider shall: (1) not require or encourage Beneficiaries to utilize family Beneficiaries or friends as interpreters; (2) record the language needs of Beneficiaries in the medical record; and (3) document Beneficiary requests or refusals of interpreter services in the Beneficiary's medical record. Provider shall arrange interpreter services for Beneficiaries either through telephone language services or face-to-face interpreters. Provider is encouraged to directly make these interpretive services available. However, upon request, Health Net's Member Services Department is available to provide certain interpretive assistance to facilitate communications.

21. Provider Preventable Conditions. Health Net and Provider shall comply with the Patient Protection and Affordable Care Act (PPACA), as amended, including any reporting requirements and non-payment for Provider Preventable Conditions. Provider shall comply with Health Net's Policies regarding any reporting requirements and non-payment for Provider Preventable Conditions.

22. Reviews and/or Investigations. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Provider from participation in the Medi-Cal program; seek recovery of payments

made to the Provider; impose other sanctions provided under the State Plan, and direct Health Net to terminate Provider's Agreement due to fraud.

23. Prospective Requirements. Health Net shall inform Provider of prospective requirements added by DHCS to the agreement between Health Net and DHCS, before the effective date of such requirements. Provider agrees to comply with any changes to such requirements within thirty (30) days of the effect of said requirements from DHCS, unless DHCS instructs otherwise and to the extent possible.

24. Coordination of Care. To the extent that Provider is responsible for the coordination of care for Members, Health Net shall share with Provider any utilization data that DHCS has provided to Health Net to use for the purpose of Member care coordination.



MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Greg Tsujiuchi, CD Director

FROM: Amanda Acuna, CD Manager *AA*

SUBJ: 15902 S. Western Ave, BL Application

DATE: March 14, 2024

REF:

CC: Carmen Vasquez, City Attorney
Lisa Kranitz, Assistant City Attorney

The application for a new business license was submitted to the Department by Social Oriented United Living, Inc. (dba Soul Housing), to occupy the building at 15902 S. Western Avenue for the continuing use of motel/inn.

The property at 15902 S. Western Avenue is currently zoned C-3, General Commercial. The land use designation of the city's Land Use Plan is also Commercial. Therefore, the zoning is consistent with the General Plan. The records from the Planning Division show the property was issued a Conditional Use Permit (CUP #17-83) in October of 1983 to operate a 46-unit motel.

As part of the application for a business license, a lease agreement with the property owner, Gardena Terrace Inn, LLC and Soul Housing was provided (**Attachment A**). In this agreement it states the agreed upon use of the building would be for a Hotel/Inn for those facing homelessness via CalAIM Community Support program. Additionally, as part of the application, a portfolio of the business was provided which further describes the intended business operations (**Attachment B**). Within the portfolio the applicant describes that the business, Soul Housing, would provide health care services through the California Advancing and Innovating Medi-Cal (CalAIM) initiative, by the Department of Health Care Services (DHCS). These services include 24/7 security supervision and on-site management, meals delivered daily, coordination with clinicians and medication adherence, coordination with case management and housing transition services providers, and assistance with applying for housing assistance programs.

After careful review of the applicant's intended uses, I have determined that the use falls under the City's definition of a Group Care Facility and is subject to a Conditional Use Permit request.

Chapter 18.04 of the Gardena Municipal Code (GMC) defines "Group care facility" as "twenty-four-hour residential facilities authorized, certified or licensed by the state to provide medical or nonmedical care for seven or more individuals such as children, the elderly, mentally disordered persons, developmentally disabled persons, or otherwise handicapped persons. These facilities include, but are not limited to, rest homes, convalescent homes, group homes, residential facilities for the chronically ill, residential care facilities for the elderly, alcoholism/drug abuse recovery or treatment facilities, and skilled nursing facilities and community care facilities for residential care but excluding those uses classified under hospitals."

The applicant's request to use the subject property to provide temporary housing and health care services, through a contract with DHCS, therefore shows that this business is properly categorized as a Group Care Facility, in accordance with the City's Zoning Ordinance. Group Care Facilities are subject to a Conditional Use Permit in the C-3 zone. Should the applicant wish to allow this use of the property they would be subject to applying for a Conditional Use Permit, in accordance with GMC Section 18.32.030.

It should be noted that if the applicant wishes to apply for a Conditional Use Permit to allow a Group Care Facility, at that time the City should consider the revocation of CUP #17-83, for the operation of a motel.

ATTACHMENT A
To Zoning Determination
Memo



AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION

STANDARD COMMERCIAL SINGLE-TENANT LEASE -- NET

(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only, January 25, 2024, is made by and between Gardena Terrace Inn, LLC ("Lessor") and Socially Oriented United Living Inc., dba Soul Housing ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known by the street address of 15902 S. Western Ave., located in the City of Gardena, Los Angeles, County of Los Angeles, State of California, with the zip code 90247 and generally known as the Gardena Terrace Inn ("Premises"). (See also Paragraph 2).

1.3 **Term:** 5 years and 0 months ("Original Term") commencing February 1, 2024, ("Commencement Date") and ending January 31, 2029, ("Expiration Date"). (See also Paragraph 3) (See also Paragraph 50, Option)

1.5 **Base Rent:** \$ 70,000.00 per month ("Base Rent"), payable on the first day of each month commencing February 1, 2024. (See also Paragraph 4.)

RENT CHECKS ARE DUE ON THE FIRST OF EACH MONTH. Please remit check to or c/o:

S2K Management, Inc.
1628 Victory Blvd, Suite 101
Glendale, CA 91201

LESSOR DOES NOT INVOICE ON A MONTHLY BASIS.

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 Base Rent and Other Monies Paid Upon Execution:

- (a) **Base Rent:** \$70,000.00 for the period February 1, 2024 through February 29, 2024.
- (b) **Initial Security Deposit:** \$70,000.00 ("Security Deposit"). (See also Paragraph 5 and Addendum)
- (c) **Association Fees:** \$ N/A for the period .
- (d) **Other:** \$
- (e) **Total Due Upon Execution of this Lease:** \$ 140,000.00.

1.7 Agreed Use: Hotel/inn for those those facing homelessness via CalAim Community Supports program

1.8 **Insuring Party:** Lessor is the "Insuring Party" unless otherwise stated herein. (Also see Paragraph 8)

1.9 ~~**Real Estate Brokers:** (See also Paragraph 15) Lessor is a licensed Real Estate Agent acting as a principle and has no agency relationship with Lessee.~~

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

- represents Lessor exclusively ("Lessor's Broker");
- represents Lessee exclusively ("Lessee's Broker"); or
- represents both Lessor and Lessee ("Dual Agency"). (Also see Paragraph 15.)

(b) ~~**Payment to Brokers:** Upon the execution and delivery of this Lease by both Parties and occupancy of the Premises by Lessee, Lessor shall pay to the Broker the fee agreed to in their separate written agreement (or if there is no such agreement, the sum of Three Percent (3%) of the total Base Rent) for the brokerage services rendered by the Brokers.~~

1.10 **Guarantor:** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37.)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- ☐ an Addendum consisting of Paragraphs through .
- ☐ a plot plan depicting the Premises;
- ☐ a current set of the Rules and Regulations;
- ☐ a Work Letter;
- ☒ other (specify): Rental Agreement Addendum (page 19).

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all such other elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date and that the structural

elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, at Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty period shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense.

2.3 Compliance.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor and Lessee shall allocate the obligation to pay for the portion of such costs reasonably attributable to the Premises pursuant to the formula set out in Paragraph 7.1(d); provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditure are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been advised by Lessor and/or Broker(s) to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefore as the same relate to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.)

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in this Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease, (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease.) Rent for any period during

the term hereof which is for less than on full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$30 in addition to any late charges and Lessor, at its option, may require all future payment to be made by lessee to be by cashier's check. Payment will be applied first to accrued late charges and attorney's fee, second to accrued interest, then to Base Rent and Operating Expense Increase, and any remaining amount to any other outstanding charges or cost.

4.3 **Association Fees.** In addition to the base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto or in furtherance of supportive care provided by Lessee.. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that unreasonably disturbs occupants of or causes damage to neighboring premises or properties. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system), and shall promptly, at Lessee's expense,

comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the clean up of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee.) Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee, shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the such Requirements, without regard to whether such Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefore.

7. Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks, and parkways located in, on, or adjacent to the premises. Lessee, in keeping the premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of

repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and other pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, (vi) clarifiers, (vii) basic utility feed to the perimeter of the Building, and (viii) any other equipment, if reasonably required by Lessor. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and if Lessor so elects, Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance at a rate that is commercially reasonable in the judgment of Lessor's accountants. Lessee may however repay its obligation at anytime.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communications cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee-Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on, or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense, defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee Owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises, or if applicable, the Project) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Insurance.** Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000, an "Additional Insured-Managers or Lessors of Premises Endorsement" and contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. If Lessor is the Insuring Party, however, Lessee-Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 8.4 rather than by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any co-insurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence, and Lessee shall liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are a part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such Building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property; Business Interruption Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days' prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee releases and relieve Lessor, and waives their entire right to recover damages against the Lessor, for loss of or damage to its property arising out of Lessee's operations. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. Lessee agrees to have their property damage insurance carriers waive any right to subrogation against Lessor.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor from Liability.** Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose the Lessor to risks and potentially cause Lessor to incur cost not contemplated by this Lease, the extent of which will be extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificated evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/ costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. The Lessor shall notify the Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense

9.4 **Total Destruction.** Notwithstanding any other provisions hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or other restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

9.8 **Waive Statutes.** Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** In addition to Base Rent, lessee shall pay to Lessor an amount equal to the Real property tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payment shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Estate Taxes when due, lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment.** If the Premises are not separately assessed, lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively

determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee may assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises with Lessor's prior written consent, which shall not be unreasonably withheld, to an affiliated entity for purposes of credentialing or operations with subsidized housing programs.

(b) ~~Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.~~

(c) ~~The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee, by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.~~

(d) ~~An assignment or subletting other than 12.1(a) without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.~~

(e) Lessee's remedy for any breach of this Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept any Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of any Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event of the amount collected by Lessor exceed shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.

(c) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease where any such failure continues for a period of 10 days following written notice to Lessee.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this Subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not effect the validity of the remaining provisions.

(f) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(g) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. Lessor shall have the immediate right to re-enter the premises and remove all persons and property therefrom, store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under this Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interest, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any Rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this Paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any other provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit reserving Lessee's right to seek reimbursement from Lessor. Lessee shall document the cost of said cure and supply said documentation to Lessor.

13.7 **Change of Laws.** Notwithstanding anything to the contrary contained in this Lease or Addendum, if there are any federal, state or local laws, administrative or agency rulings, guidelines, reimbursement changes or actions, that may impact the Agreed Use, operations, or ongoing profitability of the Premises under Lessee's use, Lessee may elect to terminate this Lease with cause within thirty (30) days' prior written notice (the effective date of such termination shall be referred to as the "Law Change Termination Date").

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.** N/A

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the American Industrial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Except as provided in Paragraph 15, upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** Subject to the provisions of Paragraph 17 above, the obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and lessee shall look to the Premises and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers. No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Lease shall

not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given by Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new Lease between Lessee and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

30.3 Non-Disturbance.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times within at least 24 hours written notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other Premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the American Industrial Real Estate Association, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and the performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises for the entire term hereof.

39. **Options.** ~~If Lessee is granted an option, as defined below, then the following provisions shall apply.~~

39.1 **Definition.** ~~"Option" shall mean: (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.~~

39.2 **Options Personal To Original Lessee.** ~~Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.~~

39.3 **Multiple Options.** ~~In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.~~

39.4 **Effect of Default on Options.**

(a) ~~Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.~~

(b) ~~The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).~~

(c) ~~An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), (ii) If Lessee commits a Breach of this Lease.~~

40. **Multiple Buildings.** If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading, of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, right, dedication maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each party shall, within thirty (30) days after request, deliver to the other party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessee shall be empowered to execute any amendment to this Lease or other document ancillary thereto and bind all of the named lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. Mediation and Arbitration of Disputes. An Addendum requiring the Mediation and/or the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ___ is XX is not attached to this Lease.

50. American with Disabilities Act. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

The Parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Lessor's Initials

Lessee's Initials

Executed at: _____

on: January 26, 2024

By LESSOR:

Gardena Terrace Inn, LLC

By: 

Name Printed: Anand Desai

Title: Member

Executed at: _____

on: 1/28/2024

By LESSEE:

Soul Housing

By: 

Name Printed: Eric Schames

Title: COO

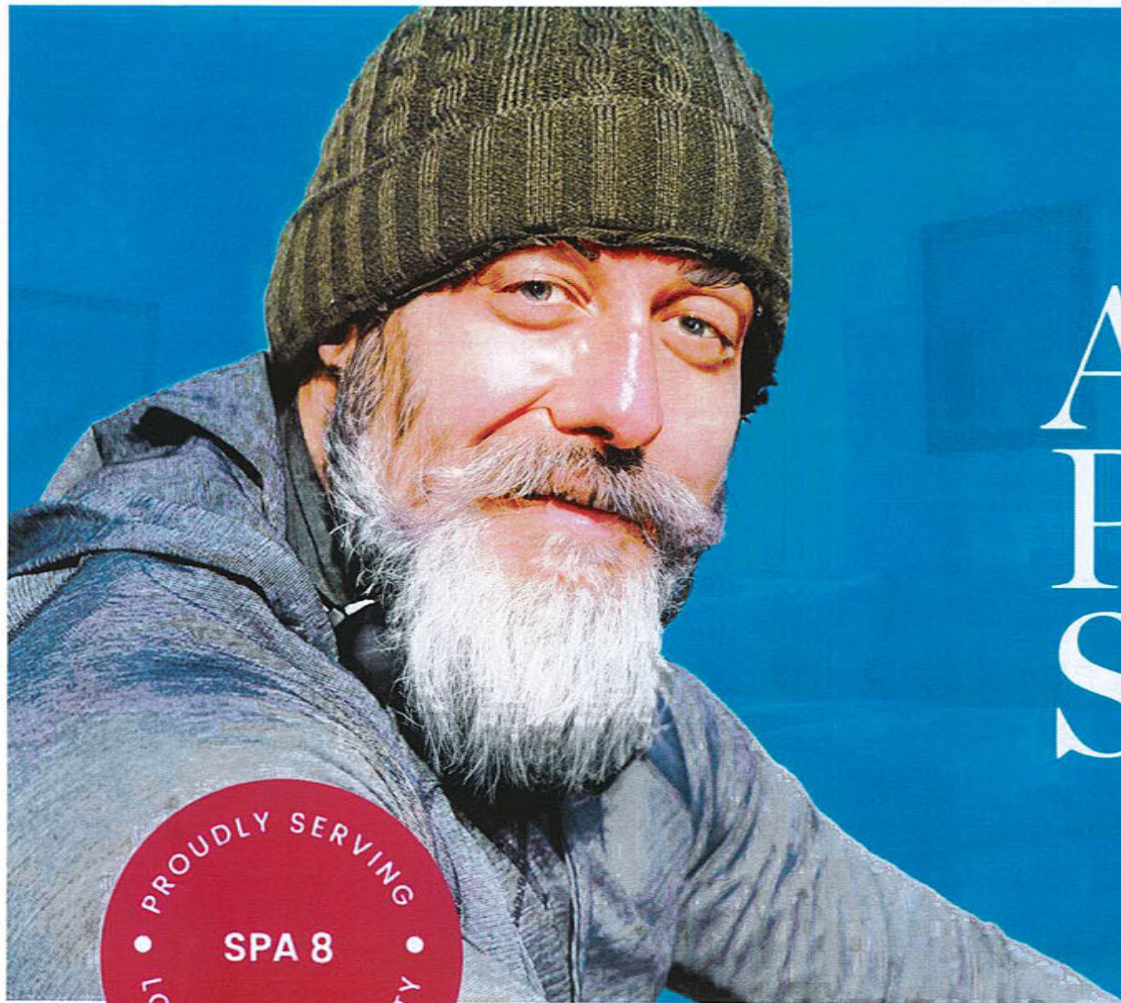
ADDENDUM TO STANDARD INDUSTRIAL LEASE RENTAL AGREEMENT ADDENDUM

Dated: January 25, 2024

By and Between: S2K Management, Inc. (Lessor) and Socially Oriented United Living Inc., dba Soul Housing (Lessee)

1. Base Rent shall be increased three-percent (3%) annually, beginning on January 31, 2025
2. Lessee shall be responsible to file and pay for any LA County Transient Occupancy Tax due to Lessee's Use during the Term of this Lease.
3. In accordance with the Lease, if Lessee elects to terminate this Lease without Cause during the first three (3) years of the Term, Lessee shall pay Lessor a termination fee equal to four (4) months Base Rent and provide three (3) months advance notice..
4. Lessee shall be provided access to begin renovations on the property beginning February 1, 2024.
5. Lessor will deliver the premises in "as-is" condition. Prior to delivery of the premises, Lessor will only be required to remove, from each of the guest rooms: mattresses, bed bases, nightstands, tables, and chairs.
6. Lessee shall pay an additional month of Security Deposit (\$70,000.00) within Month 3 of the lease.
7. Pertaining to section 8 Insurance; Indemnity of this lease, Lessee is required to supply Lessor a valid certificate of insurance naming S2K Management, Inc. and Gardena Terrace Inn, LLC as additional insured with respective endorsements to be approved by lessor. Additionally, Lessee to maintain workers compensation insurance with a waiver of subrogation favoring Lessor, if available.
8. Lessee to secure and maintain an umbrella/ excess insurance policy in the amount of \$5,000,000.00 by March 31, 2024. The policy must name S2K Management, Inc. and Gardena Terrace Inn, LLC as an additional insured.
9. Lessee must pay the Property Taxes by adding 1/12 of the annual property tax bill to each month's Base Rent.
10. Lessee or Sublessee do not have the option to extend this lease.

ATTACHMENT B
To Zoning Determination
Memo



A Safe Place to Stay



SOUL HOUSING

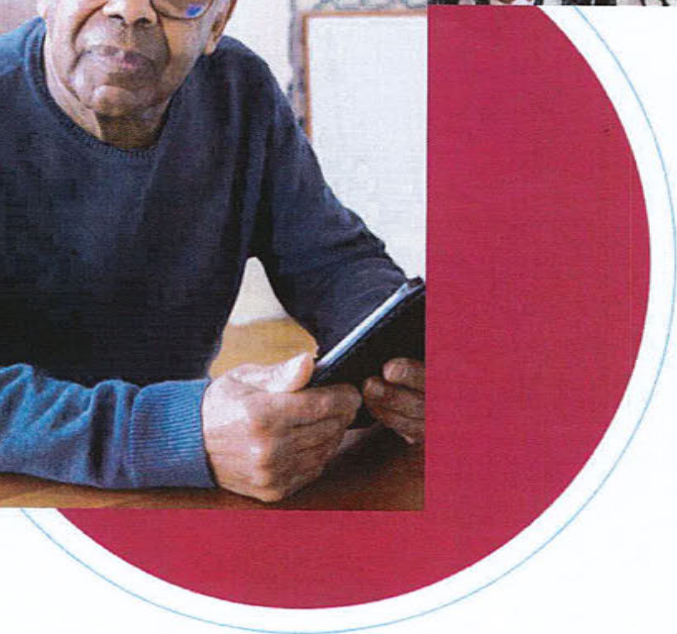
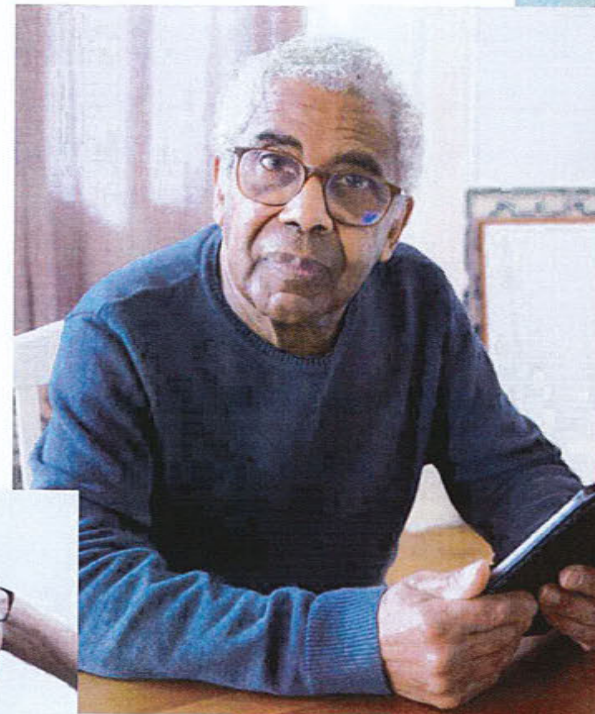
About Soul Housing

- Established in 2016 to provide safe-discharges and housing solutions to under-resourced communities throughout Los Angeles.
- In September 2022, Soul Housing became a DHCS CalAIM Community Supports Provider, contracted to provide short-term housing post-hospitalization housing LA County. Our primary focus is to deliver top-notch support to individuals experiencing homelessness or facing housing insecurity.
- We currently operate 7 properties (500+ beds), including 4 motels. We manage the motels in accordance with its intended use and ensure that all relevant transient occupancy taxes are paid.
- Due to the significant volume of eligible referrals from Memorial Hospital of Gardena, Kindred Hospital South Bay, and LAHSA- SPA 8, there is a pressing need to establish a facility in Gardena to meet the high demand.



Services We Offer

- 24/7 security and supervision
- 24/7 on-site management
- Three hot and nutritious meals delivered per day
- Cable TV and high-speed internet
- Communal areas for relaxing and socializing
- Complimentary laundry facilities
- Coordination with clinicians and medication adherence
- Coordination with case management and housing transition service providers
- Assistance with applying for housing assistance programs, DMV, and new benefit programs



15902 S. Western:



More Secure and Safe Than Any Motel in Gardena

- Continuous 24/7 security surveillance in the parking lot and around
- Parking allocated on the first floor; rooms situated on the 2nd and 3rd floors
- Access to the property limited to eligible guests (CalAIM program) and staff
- Mandatory screening of guests and their belongings for illicit drugs, weapons, or contraband before entry

Other Soul Housing Motels:



7301 S. Figueroa, Los Angeles



1904 E. 113th St., Los Angeles



7111 S. Hoover, Los Angeles



8200 S. Figueroa, Los Angeles



We manage the motels in accordance with its intended use and ensure that all protocols and relevant transient occupancy taxes are paid.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.A
Section: DEPARTMENTAL
ITEMS - POLICE
Meeting Date: May 14, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: PUBLIC HEARING: INTRODUCTION OF ORDINANCE NO. 1872, Adopting a Military Equipment Use Policy of the City of Gardena, California Governing the Use of Military Equipment pursuant to Assembly Bill 481

COUNCIL ACTION REQUIRED:

Staff Recommendation: Conduct a Public Hearing, allow three (3) minutes for each speaker, and Introduce Ordinance No. 1872

RECOMMENDATION AND STAFF SUMMARY:

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481 which requires a law enforcement agency to obtain approval from the applicable governing body, via adoption of a “military equipment” use policy by ordinance, prior to the law enforcement agency funding, acquiring, or using equipment deemed military equipment as defined in Assembly Bill 481.

Items deemed to be “military equipment” by AB 481 are used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been tested in the field and are used by law enforcement agencies to enhance public and officer safety. None of the equipment in Gardena Police Department’s inventory has been obtained from the military, nor is it solely designated for military use.

Gardena Police Department’s Military Equipment Use Policy (Policy 706) was approved by the Gardena City Council in 2023. The updated proposed Policy includes updated quantities for ammunition utilized at the range for training purposes, and the purchase of a new mobile command post/equipment truck, public speaker, breaching tool, and robot.

The proposed Ordinance (Attachment 3) is in compliance with AB 481 and is necessary to adopt in order to approve GPD’s Policy 706, which constitutes GPD’s updated Military Equipment Use Policy (Exhibit A to Attachment 3). As required by AB 481, the draft Policy was posted on the Police Department’s website on April 2, 2024, more than 30 days prior to the introduction of the Ordinance.

The proposed Policy 706 safeguards the public's welfare, safety, civil rights, and civil liberties. Policy 706 ensures that there are safeguards, including transparency, oversight, and accountability measures in place.

The Gardena Department seeks City Council adoption of the attached Military Equipment Use Policy – 706 (Exhibit A to Attachment 3) to allow GPD to continue to use the vital equipment specified therein and allow neighboring police agencies to use military equipment in this jurisdiction when providing mutual-aid during exigent circumstances.

FINANCIAL IMPACT/COST:

There is no fiscal impact associated with introducing the Ordinance.

ATTACHMENTS:

[Attachment 1 - Staff Report](#)

[Attachment 2 - AB 481 Text.pdf](#)

[Attachment 3 - Ordinance 1872 & Policy 706](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

Clint Osorio, City Manager



City of Gardena ***City Council Meeting***

AGENDA STAFF REPORT

AGENDA TITLE: PUBLIC HEARING: Introduction of Ordinance No. 1872

ORDINANCE NO. 1872, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY OF THE CITY OF GARDENA, CALIFORNIA GOVERNING THE USE OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY BILL 481

RECOMMENDATION:

Staff respectfully recommends that Council conduct a Public Hearing. Please allow three (3) minutes for each speaker, and introduce Ordinance No. 1872.

BACKGROUND:

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481 (AB 481 or the Bill), codified at Government Code sections 7070 through 7075 (Attachment 2), which requires a law enforcement agency to obtain approval from the applicable governing body, via adoption of a “military equipment” use policy (the Policy) by ordinance (the Ordinance), prior to the law enforcement agency funding, acquiring, or using equipment deemed military equipment as defined in Assembly Bill 481.

Items deemed to be “military equipment” by AB 481 are used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been tested in the field and are used by law enforcement agencies to enhance public and officer safety. None of the equipment in Gardena Police Department’s inventory has been obtained from the military, nor is it solely designated for military use. Loss of these items would jeopardize the welfare of citizens and peace officers within the Gardena Police Department.

The term “military equipment,” as used in AB 481, in fact, does not necessarily indicate the equipment that has been used by or acquired through the military. Pursuant to AB 481, items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, and diversionary devices.

The Gardena Police Department (GPD) is committed to using the most up-to-date tools and equipment to safeguard the citizens of Gardena. Many of the items deemed to be “military equipment” by AB 481 are in fact employed by GPD, and law enforcement agencies across the country, in order to specifically reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. To that end, the items at issue in this report, and accompanying Military Equipment Use Policy, also provide GPD’s peace officers with vital tools that facilitate compliance with its stringent use of force policy.

DISCUSSION

Gardena Police Department’s Military Equipment Use Policy (Policy 706) was approved by the Gardena City Council in 2023. Policy 706 outlines each item identified in Government Code section 7070, that is currently owned and utilized by the police department. The Policy also includes the current use and cost of each item. The majority of the items, and their stated uses, have been in place prior to the implementation of AB 481. The updated proposed Policy includes updated quantities for ammunition utilized at the range for training purposes, and the purchase of a new mobile command post/equipment truck, public speaker, breaching tool, and robot.

The proposed Ordinance (Attachment 3) is in compliance with AB 481 and is necessary to adopt in order to approve GPD’s Policy 706, which constitutes GPD’s updated Military Equipment Use Policy (Exhibit A to Attachment 3). As required by AB 481, the draft Policy was posted on the Police Department’s website on April 2, 2024, more than 30 days prior to the introduction of the Ordinance.

The proposed Policy 706 safeguards the public’s welfare, safety, civil rights, and civil liberties. Policy 706 ensures that there are safeguards, including transparency, oversight, and accountability measures in place. The proposed Policy 706 still requires that GPD conduct an annual audit of military equipment, and present a military equipment report at a yearly community meeting. Members of the public are provided direction per the Policy on how to register complaints with the police department related to its use of military equipment. All items which result in a use of force will be investigated, as is already required by existing GPD policy.

There are no reasonable alternatives to the equipment as these are the best standards and practices. Additionally, GPD has not discovered alternative items that can achieve the same officer and civilian safety objectives.

All use of what has been deemed military equipment by AB 481 must be reasonably necessary and conform to the Gardena Police Department’s use of force and other policies. All the facts and circumstances surrounding the incident must be carefully weighed and considered before authorizing the use of, and/or utilizing this equipment.

The Gardena Department seeks City Council adoption of the attached Military Equipment Use Policy – 706 (Exhibit A to Attachment 3) to allow GPD to continue to use the vital equipment specified therein and allow neighboring police agencies to use military equipment in this jurisdiction when providing mutual-aid during exigent circumstances.

IN CONCLUSION, Staff respectfully recommends that City Council Conduct a Public Hearing, allowing three (3) minutes for each speaker, and introduce Ordinance No. 1872.

Submitted by: Mike Saffell, Chief of Police Date: May 7, 2024

Attachments:

Text of AB 481

Proposed Ordinance No. 1872

Exhibit A – Proposed Policy 706, Military Equipment Policy

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

O

ORDINANCE NO. 1872

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA CALIFORNIA ADOPTING A MILITARY EQUIPMENT USE POLICY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481"), adding Chapter 12.8, "Funding, Acquisition and Use of Military Equipment", to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of military equipment by California law enforcement agencies;

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used;

WHEREAS, the Gardena Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481 and further intends to acquire other items of military equipment;

WHEREAS, AB 481 requires, inter alia, that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document covering the inventory, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment;

WHEREAS, the policy must be approved by the City Council by ordinance, and reviewed annually thereafter; and

WHEREAS, the military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

WHEREAS, the proposed Military Equipment Use Policy ("Policy"), attached hereto as Exhibit A and incorporated herein, will safeguard the public's health, welfare, safety, civil rights, and civil liberties;

WHEREAS, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

WHEREAS, prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military

equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance;

WHEREAS, the Police Department has submitted the proposed Policy to the City Council and has made those documents available on the Police Department's website for at least 30 days prior to the public hearing concerning the military equipment at issue;

WHEREAS, the Policy satisfies the requirements of Government Code Section 7070(d);

WHEREAS, the City Council of the City of Gardena, having received the information required under AB 481 regarding the Gardena Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby does approve the Military Equipment Policy; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA HERBY ORDAINS AS FOLLOWS:

Section 1: Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

Section 2: Approval of Military Equipment Policy.

Military Equipment Policy.

(a) The Military Equipment Policy shall govern the use of military equipment by the Gardena Police Department.

(b) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use or as otherwise ordained by the City Council.

(c) The Police Department shall submit an annual military equipment report to the City Council containing the information required by Government Code Section 7072 and the City Council shall thereafter determine whether each type of military equipment identified therein complied with the standards for approval set forth in Government Code Section 7071(d).

(d) The City Council shall on an annual basis and at a regular meeting thereof review this ordinance and vote on whether to renew it pursuant to Government Code Section 7071(e)(2).

(e) The definitions set forth in Government Code section 7070 shall apply to this ordinance. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.

Section 3: Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a “project” and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

Section 4: Inconsistencies. Any provision of the Gardena Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 5: Uncodified Ordinance. This Ordinance shall not be codified in the Gardena Municipal Code unless and until the City Council so ordains.

Section 6: Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, state, or federal law, regulation, or codes dealing with life safety factors.

Section 7: Effective Date. This Ordinance shall become effective thirty (30) days following from its adoption.

Section 8: Execution. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

Passed and adopted this 28th day of May, 2024 by the following vote:

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

Military Equipment

706.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

State

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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706.2 POLICY

State

It is the policy of the Gardena Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

Best Practice

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Gardena Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

State

The following constitutes a list of qualifying equipment for the Department:

ARMORED VEHICLES

Type: *Lenco BearCat G2 (FORD F-550 CHASSIS; VIN: 1FDAF5HT5DEB79977)*

Quantity: 1

Cost: \$259,932.03 (estimated)

Lifespan: 20+ years based on maintenance and care (estimated)

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Capabilities: The Lenco BearCat G2 can support first responders in any hazardous, high-risk, or critical incidents which would benefit from having a vehicle that provides a high level of ballistic protection.

Manufacturer's Description: The Lenco BearCat G2 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G2 part of their standard operating procedure. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers with a long list of tactical features only found on the Lenco BearCat line of armored SWAT vehicles for Police and Government.

Purpose: The purpose of the BearCat is to provide protection for the members of the Gardena Police Department and community members in high risk or critical incidents, such as serving high risk search warrants, arrest warrants of dangerous subjects, the safe transportation of law enforcement officers and for the rescue of injured residents and personnel.

Authorized Use: The use of armored vehicles shall be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Fiscal Impact: \$0 – 10,000 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

Type: *Major Incident Response Vehicle (MIRV) (FORD E-350 CHASSIS WITH MARATHON INDUSTRIES UTILITY BED "BOX STYLE"; VIN: 1FDWE35L87DA27297)*

Quantity: 1

Cost: \$60,000.00 (estimated)

Lifespan: 15+ years based on maintenance and care (estimated)

Capabilities: The MIRV is a custom-built vehicle used by SWAT personnel to transport the tools used by the SWAT Team. The MIRV can also serve as a mobile command post for SWAT operations. The MIRV seats two department personnel.

Manufacturer's Description: N/A

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Purpose: To be used in response to critical incidents where SWAT personnel are deployed. The equipment transported by the MIRV is used to enhance officer and community safety and assist in resolving critical incidents.

Authorized Uses: The use of the MIRV shall only be authorized by a SWAT commander based on the specific circumstances of a given critical incident. The MIRV shall be used only by officers trained in its deployment and operation in a manner consistent with Department policy and training.

Fiscal Impact: \$0 – 10,000.00 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Every SWAT operator is authorized to operate the MIRV.

Type: *Mobile Command Post/Equipment Truck (Model # Ford F650)*

Quantity: 1

Cost: \$386,000.00 (estimated)

Lifespan: 15+ years based on maintenance and care (estimated)

Capabilities: The Ford Truck is a custom-built vehicle used by SWAT, Crisis Negotiation Team (CNT), and the Drone Team personnel to transport equipment for SWAT and provide a workstation for CNT / Drone Team personnel. The Ford Truck can also serve as a mobile command post for SWAT operations.

Manufacturer's Description: It has all the tools, features, and accommodates a geared SWAT team needs, including other smaller teams such as a Crisis Negotiation Team or Drone Teams.

Purpose: To provide SWAT, CNT, and Drone operators a vehicle for storing / transporting tools and equipment necessary for tactical operations, and mobile command post.

Authorized Uses: Situations for use of the Mobile Command Post may include, but not limited to, warrant services, callouts, trainings, and public gatherings.

Fiscal Impact: \$0 – 5,000.00 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

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Training: Only SWAT, CNT, Drone personnel who have completed the required training shall be permitted to use the Mobile Command Post. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Mobile Command Center Recreational Vehicle (RV) (2014 THOR OUTLAW 37LS)*

Quantity: 1

Cost: \$102,865.00 (estimated)

Lifespan: 15+ years based on maintenance and care (estimated)

Capabilities: The Mobile Command Center RV is a community meeting center as well as a command vehicle for emergency incidents.

Manufacturer's Description:

Engine Brand Name	Triton®
Engine Type	V10
Cylinders	10
Horsepower (bhp/kW)	362 / 270.1
Horsepower RPM	4750
Torque (Ft Lbs/Nm)	457 / 619.6
Torque RPM	3250
Fuel Requirements	Regular
Fuel Type	Gas
Chassis Model	F-Series Super Duty
Chassis Brand	Ford
Displacement (l)	6.8
Carburetion Type	Fuel Injected
Length (ft/m)	38.33 / 11.7
Width (in/mm)	101 / 2565.4
Height (in/mm)	155 / 3937
Wheelbase (in/mm)	242 / 6146.8
Towing Capacity (lbs/kgs)	5000 / 2268
GVWR (lbs/kgs)	24000 / 10886.4
Fuel Capacity (gal/l)	80 / 302

Purpose: To be used in response to critical incidents where personnel are deployed. It can also be used as a community meeting center.

Authorized Uses: The use of the RV can be used as a community meeting center or for critical incidents. If for a critical incident, it shall only be authorized by an Incident Commander based on the specific circumstances of a given critical incident. The RV shall be used only by officers trained in its deployment and in a manner consistent with Department policy and training.

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Fiscal Impact: \$0 – 10,000.00 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: The RV shall be used only by officers trained in its deployment and in a manner consistent with Department policy and training.

PROJECTILES

Type: 40mm Sponge Rounds (Part #6325)

Quantity: Not to Exceed 1100

Cost: \$17.00 each (estimated)

Lifespan: 5 years from date of manufacture

Capability: The 40mm eXact iImpact™ Sponge Round will prove most successful for incapacitation when used within its optimal energy range of approximately 5 – 40 meters, although it may be used in situations from 1.5 – 50 meters. The optimal zone offers the necessary energy and accuracy to target the large muscle groups of the buttocks, thigh, and even the knees of the subject. These areas provide sufficient pain stimulus, while greatly reducing serious or life-threatening injuries.

Manufacturer's Description: This lightweight, high-speed projectile incorporates a plastic body and a foam (sponge) nose which is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant and has velocities that are extremely consistent. The 40mm eXact iImpact™ Sponge Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where maximum deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject. In many municipalities, these are being selected for both tactical call outs and as an available option for patrol.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 18,700.00 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

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Training: Sworn personnel utilizing 40mm less-lethal chemical agents or impact rounds are trained in their use by certified less lethal and chemical agent instructors.

Type: *40mm Oleoresin Capsicum (OC) (Part #-6320)*

Quantity: Not to Exceed 110

Cost: \$18.25 each (estimated)

Lifespan: 5 years from date of manufacture

Capability: The 40mm Direct Impact munition is a less lethal 40mm lightweight plastic and crushable foam projectile fired from a single 40mm launcher. It delivers OC irritant upon impact.

Manufacturer's Description: The 40mm Direct Impact® munition is a point-of-aim, point-of-impact direct-fire round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with OC powder, the Direct Impact combines blunt trauma with the effects of an irritant powder, maximizing the potential for incapacitation.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 2,007.50 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: Only SWAT operators or members of the Mobile Field Force Team who have completed the required POST training shall be permitted to deploy the 40mm OC. Use is established by the SWAT Commander and/or Incident Commander.

Type: *40mm Oleoresin Capsicum (OC) Ferret (Part # 2290)*

Quantity: Not to Exceed 110

Cost: \$20.06 each (estimated)

Lifespan: 5 years from date of manufacture

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Capability: It is capable of penetrating barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impact the nose of the projectile ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

Manufacturer's Description: The Ferret® 40 mm Barricade Penetrating Round is filled with an OC powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impact the nose of the projectile ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 2,206.60 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: SWAT operators utilizing 40mm less-lethal chemical agents or impact rounds are trained in their use by certified less-lethal and chemical agent instructors.

Type: 40mm CS Ferret (Part # 2292)

Quantity: Not to Exceed 110

Cost: \$19.44 each (estimated)

Lifespan: 5 years from date of manufacture

Capability: The 40mm CS Ferret is a less lethal 40mm round used to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.

Manufacturer's Description: The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impact the nose of the projectile ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

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Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 2,138.40 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: SWAT operators utilizing 40mm less-lethal chemical agents or impact rounds are trained in their use by certified less-lethal and chemical agent instructors.

Type: *Projectile Pepper Ball Munition (Inert)*

Quantity: Not to Exceed 11,000

Cost: \$853.00 (375 rounds) (estimated)

Lifespan: 3 years from date of manufacture

Capabilities: This projectile can travel at a velocity of 280-300 fps and is best suited for training, qualifications, and direct impact when chemical exposure is not desired.

Manufacturer's Description: Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only those officers who have been trained in the use of Pepper Ball launchers are authorized to use the Pepper Ball launchers and munitions. All other Gardena Police Department policies remain in effect, including, but not limited to, Gardena Police Department Policy 300 – Use of Force.

Fiscal Impact: \$0 – 25,021.00 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

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Training: SWAT operators and members of the Mobile Field Force Team utilizing Pepper Ball launchers and munitions are trained in their use by a POST-certified, less-lethal and chemical agent instructor.

Type: *Live-X Projectile Pepper Ball Munition (Live-X)*

Quantity: Not to Exceed 2475

Cost: \$1,060.00 each (375 rounds) (estimated)

Lifespan: 3 years from date of manufacture

Capabilities: This projectile can travel at 280-300 fps with a payload of 2.5 grams. It is the equivalent of 10 regular Pepper Ball Live™ rounds.

Manufacturer's Description: Our most potent and powerful concentration of PAVA pepper powder. One round of LIVE-XTM contains the equivalent PAVA irritant chemical agent in 10 regular Pepper Ball® LIVE™ rounds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the non-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only those officers who have been trained in the use of Pepper Ball launchers are authorized to use the Pepper Ball launchers and munitions. All other Gardena Police Department policies remain in effect, including, but not limited to, Gardena Police Department Policy 300 – Use of Force.

Fiscal Impact: \$0 – 6,996.00 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: SWAT operators and members of the Mobile Field Force Team utilizing Pepper Ball launchers and munitions are trained in their use by a POST-certified, less-lethal and chemical agent instructor.

PROJECTILE LAUNCHERS

Type: *Defense Technology 40mm Launcher (Part #1425)*

Quantity: Not to Exceed 40

Cost: \$1,193.23 each (estimated)

Lifespan: 25 years (estimated)

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Capabilities: 40mm launchers are capable of firing a variety of munitions with a maximum effective range of 120 feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge baton rounds, or combined use sponge baton Oleoresin Capsicum (OC) chemical round agent rounds.

Manufacturer's Description: Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling

attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 - \$47,729.20 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: Sworn personnel utilizing 40mm less-lethal chemical agents or impact rounds are trained in their use by certified less lethal and chemical agent instructors.

Type: *Defense Technology 40mm 4 or 6-Shot Launcher (Part # 1440)*

Quantity: Not to Exceed 2

Cost: \$2,783.88 each (estimated)

Lifespan: 15 years (estimated)

Capabilities: 40mm launchers are capable of firing a variety of munitions with a maximum effective range of 120 feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge baton rounds, or combined use sponge baton Oleoresin Capsicum (OC) chemical round agent rounds.

Manufacturer's Description: Designed for riot and tactical situations, the Defense Technology® 1440 40mm Tactical 4-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher. It features the Rogers Super Stoc™ expandable gun stock, an adjustable Picatinny mounted front grip, and a unique

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direct-drive system to advance the magazine cylinder.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 5,567.76 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: SWAT operators and members of the Mobile Field Force Team utilizing 40mm less-lethal chemical agents or impact rounds are trained in their use by certified less lethal and chemical agent instructors.

Type: *Pepper Ball Launchers (Full Tactical Carbine (FTC))*

Quantity: Not to Exceed 8 launchers

Cost: \$999.95 each (estimated)

Lifespan: 20 years (estimated)

Capabilities: A non-lethal munitions system that employs paint ball launchers to fire “pepper balls” that contain powdered OC in place of the paint. The pepper ball delivery system combines chemical agent exposure with kinetic energy impact to aid in its effectiveness in addressing armed and/or violent individuals or crowds. Pepper ball munitions also include glass breaking rounds and marking rounds.

Manufacturer’s Description: Pepper Ball launchers are designed for minimum time between launches and quick reload speed, so whether in a crowd control scenario, tactical or even Mobile Field Force situation, the Pepper Ball system offers flexibility, safety and security, all within one platform. Launchers range from a compact lightweight hand-held style that fits on a standard duty belt to a longer barreled shoulder-mounted launcher with greater range and projectile capacity. Each launcher is air powered, with either carbon dioxide (CO₂), nitrogen, or compressed air powering the launch of projectiles. Pepper Ball launchers are not classified as firearms.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapons systems may include, but are not limited to self-destructive, dangerous and/or combative individuals; civil unrest

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incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only those SWAT operators or members of the Mobile Field Force Team who have been trained in the use of Pepper Ball launchers are authorized to use the Pepper Ball launchers.

Fiscal Impact: \$0 - 7,999.60 (estimated)

Policy and Procedure: Lexipol Policy 303 Control Devices and Techniques

Training: Only assigned operators or members of the Mobile Field Force Team who have completed the required training from POST-certified instructors shall be permitted to deploy the Pepper Ball Launchers and Pepper Ball Munitions. Use is established by the SWAT Commander and/or Incident Commander.

AMMUNITION

Type: *Duty: Winchester Ranger, .223 Remington 55 grain pointed soft point*

Range: Winchester 5.56mm, 55 grain Full Metal Jacket

Quantity: Duty Not to Exceed: 11,000 rounds
Range Not to Exceed: 85,000 rounds

Cost: Duty: \$0.77 per round, \$767.00 for 1000 rounds + tax (estimated)
Range: \$0.46 per round, \$459.00 per 1000 rounds + tax (estimated)

Lifespan: 5 years from date of purchase

Capabilities: The projectile is capable of penetrating soft body armor being worn by armed subjects.

Manufacturer's Description: The .223/5.56 cartridge is used as a lethal option designed to stop a violent encounter.

Purpose: To be utilized with the AR 15/M4 Carbine/HK 416 in accordance with Department policy.

Authorized Uses: To be utilized with the AR 15/M4 Carbine/HK 416 in accordance with Department policy.

Fiscal Impact: Duty: \$0 – 8,437.00 (estimated)
Range: \$0 – 39,015.00 (estimated)

Policy and Procedure: Lexipol Policy 306 Firearms Policy

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Training: All sworn personnel are trained by POST-certified firearms instructors for the use M4 and AR 15s. SWAT operators receive additional training from POST-certified firearms instructors in the operation of the HK 416.

Type: *Defense Technology 12-Gauge Drag Stabilized Round (Part # 3027)*

Quantity: Not to Exceed 250

Cost: \$5.82 each (estimated)

Lifespan: 5 years from manufacture date

Capabilities: This round has a velocity of 270 fps with a maximum effective range of 75 feet.

Manufacturer's Description: The Drag Stabilized™ 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. The 12-Gauge Drag Stabilized Round has secured its place as the Law Enforcement Communities' number one choice for specialty impact munitions.

Purpose: To limit the escalation of conflict where the employment of lethal force is prohibited or undesirable.

Authorized Uses: Situations for use of the non-lethal weapon, the Remington 870, system may include, but are not limited to: self-destructive, dangerous, and/or combative individuals; civil unrest incidents; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 1,455.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only sworn personnel who have completed the required POST training shall be permitted to deploy the Defense Technology 12-Gauge Drag Stabilized Round.

Type: *.308 Caliber Rifle Ammunition (Winchester S308M)*

Quantity: Not to Exceed 2,000

Cost: \$1.29 each (case of 200 rounds \$259.00) (estimated)

Lifespan: 5 years from manufacture date

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Capabilities: This ammunition enables SWAT long rifle operators the ability to engage hostile suspects at a distance with precision rifle fire.

Manufacturer's Description: Designed for use in rifles equipped with fast twist (1:7" to 1:9") barrels; Match-style Bullet - Proven performance and extreme accuracy on the range; Proven Hollow Point Boattail Design - Sleek profile, large boattail and small hollow point maximizes long-range accuracy.

Purpose: To be used with the Remington 700 or Remington R10.

Authorized Uses: The .308 Caliber Rifle Ammunition is authorized when used by the Remington 700 or Remington R10.

Fiscal Impact: \$0 – 2,590.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only assigned SWAT long rifle operators who have completed the required training shall be permitted to operate the rifle with this ammunition. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Duty: Winchester Ranger, 9mm Luger 115 grain Hollow Point*
Range: Winchester Target, 9mm Luger 115 grain Full Metal Jacket

Quantity: Duty: Not to Exceed 33,000
Range: Not to Exceed 85,000

Cost: Duty: \$0.37 per round, \$374.000 per 1,000 rounds (estimated)
Range: \$0.27 per round, \$266.00 per 1,000 rounds (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: This ammunition enables SWAT operators the ability to stop an armed subject at various distances.

Manufacturer's Description:

Duty: Threat stopping performance. It's what makes Ranger T-Series the trusted duty load law enforcement agencies across America. The bullet's patented, segment engineered design enhances expansion, penetration and weight retention through a variety of intervening barriers.

Range: Backed by generations of legendary excellence, Winchester "USA White Box" stands for consistent performance and outstanding value, offering high-quality ammunition to suit a wide range of shooter's needs.

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Purpose: To be used with the MP-5.

Authorized Uses: The Winchester Ranger and Winchester Target Ammunition are authorized when used with the MP-5.

Fiscal Impact: Duty: \$0 – 12,342.00 (estimated)
Range: \$0 – 22,610.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only assigned SWAT operators who have completed the required training shall be permitted to operate the MP-5. Use is established by the SWAT Commander and/or Incident Commander.

FIREARMS:

Type: *AR 15/M4 Carbine/HK416*

Quantity: Not to Exceed 100

Cost: \$865.26 (estimated)

Lifespan: No expiration

Capabilities: The AR 15/Carbine Rifle/HK 416 is a firearm capable of accurately stopping an armed subject at various distances.

Manufacturer's Description: A lightweight, air-cooled, gas-operated, magazine-fed shoulder-fired weapon designed for semi-automatic fire (or select fire for HK416).

Purpose: To be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Uses: Only members that are POST certified are authorized to use a rifle. Members may deploy the patrol rifle in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include, but are not limited to:

- a. Situations where the member reasonably anticipates an armed encounter.
- b. When a member is faced with a situation that may require accurate and effective fire at long range.
- c. Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.
- d. When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.

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- e. When a member reasonably believes that a suspect may be wearing body armor.
- f. When authorized or requested by a supervisor.
- g. When needed to euthanize an animal.

HK 416's are only authorized for SWAT use in tactical situations.

Fiscal Impact: \$0 – 1,000.00 each (estimated for maintenance)

Policy and Procedure: Lexipol Policy 306.33 Patrol Rifles

Training: All sworn personnel are trained by POST-certified firearms instructors for the use of M4s and AR 15s. SWAT operators receive additional training from POST-certified firearms instructors in the operation of the HK 416.

Type: *Remington 870 Magnum 12 Gauge Shot Lock (Repurposed Remington 870 Magnum modified with a breaching barrel)*

Quantity: Not to Exceed 3

Cost: \$196.00

Lifespan: 25 years (estimated)

Capabilities: This tool allows for officers to safely utilize shotgun breaching rounds to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the device into the correct position and vents gasses to prevent overpressure. This device can also defeat windows and sliding glass doors with a flash bang round.

Manufacturer's Description: The Remington 870 family of shotguns was first introduced by Remington in the 1950s and since, has become one of the most popular USA-made pump action shotguns ever. Sales of the 870 reached over 7 million guns by 1996 and have continued to grow. This particular model is configured with a pistol grip and door-breaching accessory threaded into the barrel making it ideal for forceful entry situations.

Purpose: During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a target location. It is critical the point of entry is breached as quickly and as safely as possible. A quick and effective breach may be required to provide an added degree of safety and tactical advantage in order to accomplish a mission.

Authorized Uses: A shot gun breach should only be utilized after taking into consideration the overall mission, officer and citizen safety, the overall construction of the structure, the presence of unstable chemicals, explosives or incendiary materials, and whether other means of mechanical breaching would be effective and safe to use. The option to use a shot gun breach shall be at the discretion of the SWAT Team Leader or the Incident Commander.

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Fiscal Impact: \$0 – 150.00 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only assigned operators who have completed the required POST training shall be permitted to deploy the Remington 870 Magnum 12 Gauge Shot Lock.

Type: *Remington 870 – Less-Lethal Shotgun (Repurposed Remington Shotguns from Patrol)*

Quantity: Not to Exceed 4

Cost: \$946.00 (estimated)

Lifespan: 25 years (estimated)

Capabilities: This less lethal shotgun is specifically designated for use with kinetic energy projectiles and is specially marked in a manner that makes them readily identifiable as such. It can deploy at a distance up to 75 feet. They are 12-gauge with a 6+1 magazine capacity.

Manufacturer's Description: As one of the most popular shotguns of all time, the Model 870 is offered in dozens of configurations to suit hundreds of applications. It is the heart of the Model 870's landmark dependability and durability.

Purpose: To limit the escalation of conflict where the employment of lethal force is prohibited or undesirable.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; potentially vicious animals; and training exercises or approved demonstrations.

Fiscal Impact: \$0 – 200.00 (estimated for maintenance)

Policy and Procedure: Lexipol Policy 306

Training: Only sworn personnel who have completed the required POST training shall be permitted to deploy the Remington 870.

Type: *MP-5 Select Fire Firearm*

Quantity: Not to Exceed 20

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Cost: \$3,128.29 each (estimated)

Lifespan: No expiration

Capabilities: A compact, modular, lightweight, select fire firearm chambered in 9mm. The MP-5 is one of the most widely used firearm by SWAT teams in North America. The firearm provides the ability to deliver precision gun fire with a shoulder fired weapons system that is accurate, reliable, and safe. Its compact design allows for ease of maneuverability when operating in the open or within interior environments.

Manufacturer's Description: Probably the most popular series of select fire guns in the world, it functions according to the proven roller-delayed blowback principle. Tremendously reliable, with maximum safety for the user, easy to handle, modular, extremely accurate and extraordinarily easy to control when firing – features that are particularly appreciated by security forces and military users worldwide.

Purpose: To be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Uses: A sworn police officer who is member of the SWAT team may utilize an MP-5. Members may deploy the MP-5 in any circumstance where the member can articulate a reasonable expectation that the MP-5 may be needed. Examples of some general guidelines for deploying the MP-5 may include, but are not limited to:

- a. Situations where the member reasonably anticipates an armed encounter.
- b. When a member is faced with a situation that may require accurate and effective fire at long range.
- c. Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.
- d. When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- e. When a member reasonably believes that a suspect may be wearing body armor.
- f. When authorized or requested by a supervisor.
- g. When needed to euthanize an animal.

Fiscal Impact: \$0 – 500.00 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only assigned SWAT operators who have completed the required training shall be permitted to operate the MP-5. Use is established by the SWAT Commander and/or Incident Commander.

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Type: *Daniel Defense V7S Short Barrel Rifle (SBR)*

Quantity: Not to Exceed 20

Cost: \$1,495.00.00 each (estimated)

Lifespan: No expiration

Capabilities: The Daniel Defense V7S SBR is a rifle capable of accurately stopping an armed subject at various distances.

Manufacturer's Description: Daniel Defense has become one of the most reputable household brands touted for its dependability and reliability. The rifle delivers optimal reliability and accuracy with a newly equipped free-floating barrel, Daniel Defense buttstock and pistol grip. The rifle offers plenty of space for all operators' needs and comes with the ability to further customize the SBR with a wide variety of muzzle devices and suppressors.

Purpose: To be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible. This specific model better equips SWAT team operators with a more advanced primary rifle platform.

Authorized Uses: A sworn police officer who is member of the SWAT team may utilize a Short Barrel Rifle. Members may deploy the Short Barrel Rifle in any circumstance where the member can articulate a reasonable expectation that the Short Barrel Rifle may be needed. Examples of some general guidelines for deploying the Short Barrel Rifle may include, but are not limited to:

- a. Situations where the member reasonably anticipates an armed encounter.
- b. When a member is faced with a situation that may require accurate and effective fire at long range.
- c. Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.
- d. When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- e. When a member reasonably believes that a suspect may be wearing body armor.
- f. When authorized or requested by a supervisor.
- g. When needed to euthanize an animal.

Fiscal Impact: \$0 – 500.00 each (estimated for maintenance after initial acquisition of \$26,000)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

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Training: Only assigned SWAT operators who have completed the required training shall be permitted to operate the Short Barrel Rifle. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Remington 700 Precision .308 Bolt Action Rifle*

Quantity: Not to Exceed 4

Cost: \$2,000 (estimated)

Lifespan: No expiration

Capabilities: The bolt action sniper rifle provides SWAT long rifleman the ability to engage a suspect at up to 600 yards with precision accuracy.

Manufacturer's Description: It's the number one bolt-action of all time, proudly made in the U.S.A. For over 50 years, more Model 700s have been sold than any other bolt-action rifle before or since. The legendary strength of its 3-rings-of-steel receiver paired with a hammer-forged barrel, combine to yield the most popular bolt-action rifle in history. Top choice of elite military snipers, the Model 700 is unequalled in tactical precision. Whether defending freedom or pursuing big game, its out-of-the-box accuracy is unmatched.

Purpose: To be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Uses: SWAT operators who have been trained as a long rifleman/observer may use the Remington 700 during SWAT team operations. Examples of some general guidelines for deploying the Remington 700 may include, but are not limited to:

- a. Situations where the member reasonably anticipates an armed encounter.
- b. When a member is faced with a situation that may require accurate and effective fire at long range.
- c. Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.
- d. When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- e. When a member reasonably believes that a suspect may be wearing body armor.
- f. When authorized or requested by a supervisor.
- g. When needed to euthanize an animal.

Fiscal Impact: \$0 – 5,200.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes pursuant to State and Federal law.

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Training: Only assigned SWAT long rifle operators who have completed the required training shall be permitted to operate the rifle. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Remington R10 .308 Caliber Select Fire Rifle*

Quantity: Not to Exceed 4

Cost: \$2,836.00 each (estimated)

Lifespan: No expiration

Capabilities: This is a semi-automatic precision rifle with precision optics and provides SWAT long rifleman the ability to engage a suspect at up to 800 meters with precision accuracy.

Manufacturer's Description: The R10's hammer-forged, sniper-grade barrel features 5R rifling for added precision and an effective range out to 800 m. All R10s have fully ambidextrous controls and free floated modular Remington Arms Handguards.

Purpose: The rifle provides SWAT long rifle operators and team spotters the ability to rapidly deploy and provide overwatch for team movements.

Authorized Uses: SWAT operators who have been trained as a long rifleman/observer may use the Remington R10 during SWAT team operations. Examples of some general guidelines for deploying the Remington R10 may include, but are not limited to:

- a. Situations where the member reasonably anticipates an armed encounter.
- b. When a member is faced with a situation that may require accurate and effective fire at long range.
- c. Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.
- d. When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- e. When a member reasonably believes that a suspect may be wearing body armor.
- f. When authorized or requested by a supervisor.
- g. When needed to euthanize an animal.

Fiscal Impact: \$0 – 2,000.00 (estimated for maintenance)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

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Training: Only assigned SWAT long rifle operators who have completed the required training shall be permitted to operate the rifle. Use is established by the SWAT Commander and/or Incident Commander.

HAND THROWN GAS

Type: *Flameless Oleoresin Capsicum (OC) Expulsion (Part # 2040)*

Quantity: Not to Exceed 33

Cost: \$36.00 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: This canister's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area consisting of approximately 1,500 square feet. The Flameless Expulsion Canister has a 1.5 second delay, followed by sub-munitions that mechanically activate a CO2 cartridge. The released CO2 pressure expels the powder through one or two (or both) ports on the side of the canister within seconds.

Manufacturer's Description: The Flameless Expulsion canister is designed for indoor use. This canister's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area consisting of approximately 1,500 square feet. The Flameless Expulsion Canister has a 1.5 second delay, followed by sub-munitions that mechanically activate a CO2 cartridge. The released CO2 pressure expels the powder through one or two (or both) ports on the side of the canister within seconds. The Flameless Expulsion canister is extremely safe for indoor use. The extremely light powder from the agent will remain airborne for extended periods depending on the draft conditions. The Expulsion canister cannot be launched.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only officers who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 1,188.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

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Type: *Multi-Use CS Smoke (Part #1082)*

Quantity: Not to Exceed 55

Cost: \$26.33 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: A high volume continuous burn canister that expels its payload in approximately 20 - 40 seconds.

Manufacturer's Description: Designed specifically for outdoor use in crowd control situations, the canister is a high volume continuous burn canister that expels its payload in approximately 20 - 40 seconds. It has slightly less chemical content than the Spede-Heat™ version, but differs mainly in size. The longer burn time may allow for throwback by individuals wearing burn protection such as a welder's mitt. The canisters may be protected from advancing individuals with the use of less lethal impact munitions. The device should be deployed utilizing wind advantage.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only officers who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 1,448.15 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Stinger CS Rubber Balls (Part # 1088)*

Quantity: Not to Exceed 110

Cost: \$45.00 each (estimated)

Lifespan: 5 years from date of manufacture

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Capabilities: The Stinger® CS Rubber Ball is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and CS. It has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50-foot radius.

Manufacturer's Description: The Stinger® canister is a combination Less Lethal Impact Munitions and Distraction Device® that may incorporate optional CS or OC laden powder, if desired. The Stinger® canister is a maximum effect device as it delivers up to four stimuli for psychological and physiological effect: rubber pellets, light, sound, and optional chemical agent or Oleoresin Capsicum (OC). The Stinger® canister has an initial 1.5 second delay that initiates fuze assembly separation, followed by another 0.5 second delay before the function of the device. The blast is sufficient to project the rubber balls and optional chemical agent in a 50-foot radius.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 4,950.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Triple Chaser Smoke (Part #1027)*

Quantity: Not to Exceed 28

Cost: \$35.50 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This apparatus can be hand thrown or launched from a fired delivery system and is an effective way to quickly deploy a wide blanket of agent.

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Manufacturer's Description: The Triple-Chaser® is a fast burning, medium volume canister. It is a pyrotechnic canister consisting of three (3) separate canisters pressed together with separating charges between each section. When deployed, this apparatus will separate into three (3) distinct sub-munitions spaced approximately 20 feet apart – allowing increased area coverage in a short period of time, from one deployment. Terrain and surface conditions can affect the distance of the separating sub-munitions.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 994.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Triple Chaser CS (Part #1027)*

Quantity: Not to Exceed 28

Cost: \$47.00 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This apparatus can be hand thrown or launched from a fired delivery system and is an effective way to quickly deploy a wide blanket of agent.

Manufacturer's Description: The Triple-Chaser® is a fast burning, medium volume canister. It is a pyrotechnic canister consisting of three (3) separate canisters pressed together with separating charges between each section. When deployed, this apparatus will separate into three (3) distinct sub-munitions spaced approximately 20 feet apart – allowing increased area coverage in a short period of time, from one deployment. Terrain and surface conditions can affect the distance of the separating sub-munitions.

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Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 1,316.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Pocket Tactical CS (Part #1016)*

Quantity: Not to Exceed 110

Cost: \$25.19 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: The Pocket Tactical is a small lightweight easily carried device that provides a medium volume of chemical agent or smoke for certain situations.

Manufacturer's Description: The Pocket Tactical is a quick burning, reduced volume, continuous discharge canister available in Oleoresin Capsicum (OC), CN, CS, and Saf-Smoke. Pelletized chemical agent or smoke is discharged through one (1) gas port located on the bottom of the canister. The Pocket Tactical is a small, lightweight, easily carried device that provides a medium volume of chemical agent or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling. The pocket canister is not specifically intended as a crowd management device; however, it can be used in chemical configurations in conjunction with larger smoke canisters to "piggy back" chemical agents into a predominately smoke environment. This device should be deployed utilizing wind advantage. It should NOT be deployed onto rooftops, in crawl spaces, or indoors due to its fire-producing capability. Hand throw or launch.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious

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animals; and training exercises or approved demonstrations.

Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 2,770.90 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Flameless Tri-Chamber CS (Part #1032)*

Quantity: Not to Exceed 22

Cost: \$36.63 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: The design of the Tri-Chamber Flameless CS canister allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. It is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. It can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects.

Manufacturer's Description: The Tri-Chamber Flameless canister is designed for indoor use. This canister's pyrotechnic contents are burned within an internal can that is one of three in this design. The internal combustion allows the chemical-laden smoke to be released through three (3) ports on the outer canister side while safely containing any of the fire-producing properties within the two internal canisters. The fuze is shrouded to further protect surrounding materials from the possibility of fire. The Tri-Chamber Flameless canister can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

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Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 805.86 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *Flameless Tri-Chamber Smoke (Part #1033)*

Quantity: Not to Exceed 22

Cost: \$29.50 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: The Tri-Chamber Flameless canister can be used in crowd control as well as tactical deployment situations. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects.

Manufacturer's Description: The Tri-Chamber Flameless canister is designed for indoor use. This canister's pyrotechnic contents are burned within an internal can that is one of three in this design. The internal combustion allows the chemical-laden smoke to be released through three (3) ports on the outer canister side while safely containing any of the fire-producing properties within the two internal canisters. The fuze is shrouded to further protect surrounding materials from the possibility of fire.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 649.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

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Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

Type: *MK 46 Vertical 1st Defense (Part # 56746V)*

Quantity: Not to Exceed 11

Cost: \$335.00 each (estimated)

Lifespan: 5 years from date of manufacture

Capabilities: This will deliver 26 short bursts of Oleoresin Capsicum (OC) at an effective range of 25-30 ft.

Manufacturer's Description: The MK-46 features a trigger handle, is intended for use in crowd management and will deliver 26 short bursts of Oleoresin Capsicum (OC) at an effective range of 25-30 ft. This .7% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff. Non-flammable / Electronic Discharge Weapon (EDW) safe.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to self-destructive, dangerous, and/or combative individuals; civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; and training exercises or approved demonstrations.

Authorized Uses: Only SWAT operators and members of the Mobile Field Force Team who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Fiscal Impact: \$0 – 3,685.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: SWAT operators and members of the Mobile Field Force Team utilizing chemical agent canisters are certified by POST less-lethal and chemical agent instructors.

DIVERSIONARY DEVICES

Type: *Low Roll Distraction Device (Part #8922 – HH)*

Quantity: Not to Exceed 55

Cost: \$46.00 each (estimated)

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Lifespan: 5 years from date of manufacture

Capabilities: Diversionary Devices are capable of releasing large amounts of stored energy in the form of heat, light, pressure, and noise. They are intended to temporarily distract, confuse, and disorient subjects. They can also be used as “attention-getting” devices.

Manufacturer’s Description: The 11-Gram Low Roll II® Non-Reloadable Distraction Device®, High Humidity utilizes an M201A1 type fuze with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed.

Purpose: A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations. It produces atmospheric overpressure and brilliant white light, and as a result, can cause short-term (6-8 seconds) physiological/psychological, sensory deprivation to give officers a tactical advantage.

Authorized Uses: Diversionary Devices shall only be used by SWAT operators who have been trained in their proper use; in hostage and barricaded suspect situations; in high-risk warrant (search/arrest) services where there may be extreme hazards to officers; during other high-risk situations where their use would enhance officer safety; and during training exercises.

Fiscal Impact: \$0 – 2,530.00 (estimated)

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

Training: Prior to use, SWAT operators must attend diversionary device training that is conducted by POST-certified instructors.

MISCELLANEOUS EQUIPMENT

Type: *Battering Ram*

Quantity: 2

Cost: \$330.00 each (estimated)

Lifespan: No expiration

Capabilities: Can breach lightweight exterior and most interior doors.

Manufacturer’s Description: The ram is a great way to breach most residential doors within one to two seconds, and forces open doors with as many as seven different bolts, locking systems, and chains. It has a wright forward design to maximize the impact from

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hips and shoulders. The reach through handle makes for easy one arm carry and keeps the breachers weapon hand free.

Purpose: Used when door-breaching speed is required for lightweight exterior and most interior doors.

Authorized Uses: Situations for use of the battering ram may include, but not limited to, breaching doors, windows, walls, and barricades to gain access to buildings and property.

Fiscal Impact: \$0.00

Policy and Procedure: Lexipol Policy 404.5 Ram/Entry Tools

Training: Only assigned SWAT operators who have completed the required training shall be permitted to use battering ram. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Battery Operated Combination Tool by Ogura (Model #BC300X)*

Quantity: 1

Cost: \$6,796.31 each (estimated)

Lifespan: No expiration

Capabilities: The tool can be used for spreading, cutting, crushing, and pulling various materials for breaching and forced-entry purposes.

Manufacturer's Description: The Combi-tool is the most portable, lightweight, and ergonomic battery powered breaching / rescue tool available. The Ogura is the only rescue tool manufactured that uses Makita brand batteries for ease of use for operators. The ergonomic design and easy controls make operation simple in difficult circumstances. The tool is constructed of a special alloy steel combined with an electro-hydraulic pump system, powerful enough to produce over 70,000 pounds of cutting force, 78,000 pounds of spreading force, and 13,000 pounds of squeezing force.

Purpose: To provide operators with the ability to force entry/breach through various materials with a single combination tool that is easily controlled with a handheld power drill.

Authorized Uses: Situations for use of the combination tool may include, but not limited to, breaching doors, windows, walls, and barricades to gain access to buildings and property.

Fiscal Impact: \$0.00 after initial purchase of tool and/or spare batteries.

Gardena Police Department

Gardena Policy Manual

Military Equipment

Policy and Procedure: Lexipol Policy 404.5 Ram/Entry Tools

Training: Only assigned SWAT operators who have completed the required training shall be permitted to use the combi-tool. Use is established by the SWAT Commander and/or Incident Commander.

Type: LRAD (Model #100X)

Quantity: 1

Cost: \$20,183.00 (estimated)

Lifespan: Life of speaker

Capabilities: Can be used as a lightweight portable public announcement speaker during public events, large gatherings, and tactical situations when a marked patrol vehicle is not an option.

Manufacturer's Description: The LRAD – 100X is a self-contained, lightweight, and compact battery – powered hailer that communicates with great intelligibility up to 600 meters. The speaker emits acoustic sound pressure levels up to 140db that result in clear, intelligible communications and alert tones. The speaker is also capable of playing prerecorded messages and audio files stored in its MP3 player and broadcasting live speech through its handheld microphone. The speaker is completely waterproof with a rechargeable lithium iron phosphate battery.

Purpose: The LRAD 100X is a self-contained, handheld, portable communications device for on-scene and tactical communications. At 20 – 30 db louder than bullhorn megaphones, it easily overcomes vehicle, vessel, siren, and background noise to ensure messages / commands are clearly heard and understood. The speaker can be used during events such as parades, public events, riots, and tactical SWAT situations where announcements need to be made and patrol vehicles are not available or cannot enter a structure / area.

Authorized Uses: Situations for use of the speaker may include, but not limited to parades, public gatherings, riots, patrol / SWAT scenarios, and trainings.

Fiscal Impact: \$0 – 200.00 after initial acquisition

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

Training: Only SWAT operators or patrol officers who have completed the required operator training shall be permitted to use the speaker. Use is established by the SWAT Commander and/or Incident Commander.

Gardena Police Department

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Military Equipment

Type: *DJI Mini Drone Package (Model# DJIM3PRORCM)*

Quantity: 3

Cost: \$1,173.00 each (estimated)

Lifespan: Life of drone

Capabilities: Drones have had a major impact of the areas of traffic crash reconstruction, reconnaissance/surveillance during SWAT or tactical operations, hostage situations, natural disasters, searches for lost persons, traffic pattern evaluations, parades, public gatherings, protests, riots, and numerous patrol-based situations. It can safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Manufacturer's Description: The DJI Mini 3 Drone sports a completely new look that is optimized to get more out of every flight. With larger propellers, an aerodynamic body tilt, and a powerful obstacle sensing system, the streamlined design allows for increased flight time and safety.

Purpose: The DJI Mini 3 Drone with FLIR is designed as a lighter, compact, and smaller drone capable of entering small spaces / openings to help accomplish the mission. The drone will be used during many events and provides an overwatch for officers and civilians. Utilizing a drone in these situations also provides greater safety to officers, suspects, and to the public.

Authorized Uses: Drones have had a major impact of the areas of traffic crash reconstruction, reconnaissance / surveillance during SWAT or tactical operations, hostage situations, searches for lost persons, traffic pattern evaluations, parades, public gatherings, protests, riots, and numerous patrol-based situations.

Fiscal Impact: \$0 – 159.00 each with insurance plan after initial acquisition

Policy and Procedure: Lexipol Policy 606 Drones

Training: Only SWAT operators or patrol officers who have completed the required operator training shall be permitted to use the drones. Use is established by the SWAT Commander and/or Incident Commander.

Type: *DJI Mavic 3 Cine Drone Package (Model# DJIMAVIC3CCH)*

Quantity: 3

Cost: \$5,093.00 each (estimated)

Lifespan: Life of drone

Gardena Police Department

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Military Equipment

Capabilities: Drones have had a major impact of the areas of traffic crash reconstruction, reconnaissance/surveillance during SWAT or tactical operations, hostage situations, natural disasters, searches for lost persons, traffic pattern evaluations, parades, public gatherings, protests, riots, and numerous patrol-based situations. It can safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Manufacturer's Description: Extended Flight Time: Execute every step, from flight route planning to composition and even record a timelapse video, all during a single flight. Compared with the previous generation, Mavic 3's wind resistance has improved by 35%. It also uses motors and propellers with higher energy efficiency along with a high-capacity battery that extends the flight time to 46 minutes.; Fly Farther, See More: O3+ not only gives Mavic 3 a 15km max transmission range, it also ensures higher transmission stability and less video lag, offering you greater peace of mind during flight; FHD High-Framerate Transmission with Visible Smoothness: Thanks to the updated O3+ transmission system, Mavic 3 is DJI's first-ever drone able to transmit a 1080p/60fps live feed. This means the camera view is displayed at specifications close to what the camera actually records. It also makes Mavic 3 more responsive to your control; Extreme-Precision Positioning: The high-precision positioning of Mavic 3 not only ensures clearer long-exposure shots, it also helps record smoother time-lapse videos. In short, it makes Mavic 3 more stable every time it hovers.

Purpose: The utilization of drones in law enforcement has become an essential key in many high-risk situations and public gatherings. The drone will be used during many events and provide overwatch for officers and civilians. Utilizing a drone in these situations also provides greater safety to officers, suspects, and to the public. The drone will safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Authorized Uses: Drones have had a major impact of the areas of traffic crash reconstruction, reconnaissance / surveillance during SWAT or tactical operations, hostage situations, searches for lost persons, traffic pattern evaluations, parades, public gatherings, protests, riots, and numerous patrol-based situations.

Fiscal Impact: \$0 – 159 each with insurance plan after initial acquisition

Policy and Procedure: Lexipol Policy 606 Drones

Training: Only SWAT operators or patrol officers who have completed the required operator training shall be permitted to use the drones. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Aardvark Loki MK2 Drone and Drone Package (Model#: MK2)*

Quantity: 2

Cost: \$23,575.37 each (estimated)

Gardena Police Department

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Military Equipment

- If purchased by itself
 - \$9,500.00
- If purchased in package set that includes one additional Loki MK2 Drone, batteries, charger, hub, propellers, pouch for drone / batteries, and one Sigyn robot.
 - \$23,575.37
- Purchasing two drones and one robot separately would cost approximately \$35,590.45. If you buy the package set, it will save approximately \$12,015.08.

Lifespan: Life of drone

Capabilities: This model is built for close quarter indoor tactical scouting missions. Loki MK2 features highly sensitive Day-Night + IR sensor camera giving it the ability to fly and see in complete darkness.

Manufacturer's Description: Designed and built-in conjunction with several of the world's top counter terrorism teams, LOKI Mk2 solves all problems associated with the tactical use of commercial UAS. Built for close-quarter, under-roof, tactical scouting missions.

Purpose: The utilization of drones in law enforcement has become an essential key in many high-risk situations and public gatherings. The drone will be used during many events and provide overwatch for officers and civilians. Utilizing a drone in these situations also provides greater safety to officers, suspects, and to the public. The drone will safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Authorized Uses: Drones have had a major impact of the areas of traffic crash reconstruction, reconnaissance / surveillance during SWAT or tactical operations, hostage situations, searches for lost persons, traffic pattern evaluations, parades, public gatherings, protests, riots, and numerous patrol-based situations.

Fiscal Impact: \$0 – 159 each with insurance plan after initial acquisition

Policy and Procedure: Lexipol Policy 606 Drones

Training: Only SWAT operators or patrol officers who have completed the required operator training shall be permitted to use the drones. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Aardvark Sigyn Robot (Model# MK1)*

Quantity: 1

Cost: \$14,980.00 each (estimated)

- If purchased by itself without the Aardvark Loki MK2 Drone and extension set - \$14,980.00

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- If purchased in conjunction with the Aardvark Loki MK2 Drone package - \$8,767.00

Lifespan: Life of robot

Capabilities: It can safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Manufacturer's Description: Built in conjunction with the world's top counterterrorism teams, SIGYN is a 4-wheeled micro robot with the ability to operate almost silently, in complete darkness, and in a GPS, WiFi, and cellular denied environment. Featuring multiple IR LEDs and dual day-night cameras with a 150-degree view, SIGYN provides a clear view in virtually any lighting conditions.

Purpose: It can safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Authorized Uses: This robot will be used during SWAT and tactical situations, hostage rescue scenarios, reconnaissance / surveillance, natural disasters, searches for lost persons, barricaded suspects, and armed / dangerous suspects.

Fiscal Impact: \$0 – 500 (estimated) after initial acquisition

Policy and Procedure: Lexipol Policy 404.5 Robots

Training: Only SWAT operators who have completed the required operator training shall be permitted to use the robot. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Transcend Robot (Model# VR026) with Hot Gas Delivery System*

Quantity: 1

Cost: \$56,778.75 each (estimated)

Lifespan: Life of robot

Capabilities: It can safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel. It can also deploy highly effective hot pyro OC/CS gas deep within a structure.

Manufacturer's Description: Transcend's Vantage robot is the only automatic stair and obstacle climbing robot compatible with our safe indoor Hot Gas Delivery System. Our robots do the stair and obstacle climbing for you based on double patented mobility technology. Up to 600 ft. non-line-of-sight or 2,500 line-of-sight communication signal. Full camera suite, two-way audio, and option to deploy pyro hot gas indoors safely.

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Purpose: It can safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Authorized Uses: This robot will be used during SWAT and tactical situations, hostage rescue scenarios, reconnaissance / surveillance, natural disasters, searches for lost persons, barricaded suspects, and armed / dangerous suspects.

Fiscal Impact: \$0 – 500.00 (estimated) after initial acquisition

Policy and Procedure: Lexipol Policy 404.5 Robots

Training: Only SWAT operators who have completed the required operator training shall be permitted to use the robot. Use is established by the SWAT Commander and/or Incident Commander.

Type: *Throw Bot (Model# Sky Hero Sigyn MK1)*

Quantity: 2

Cost: \$8,000.00 each (estimated)

Lifespan: Life of robot

Capabilities: Pocket sized, lightweight throwable ground robot, purpose-built to collect and transmit real-time audio/video intelligence with extreme ease of use.

Manufacturer's Description: The Sigyn Mk1 is a rugged, simple-to-use, throwable ground device designed to deliver support for indoor operations in difficult to access and hazardous places. Designed and made in Europe with top in-class materials, this little robot will sustain heavy use and deliver reliable Audio/Video situational awareness. Our Odyssey compatible sUGV provides the operator with front and back wide angle low light cameras, eight controllable IR LEDs and payload connection system as to execute complex tactical mission from a safe stand-off distance, in any light conditions.

Purpose: It can safely provide eyes into a location or on a suspect which would otherwise be dangerous to law enforcement personnel.

Authorized Uses: This robot will be used during SWAT and tactical situations, hostage rescue scenarios, reconnaissance / surveillance, natural disasters, searches for lost persons, barricaded suspects, and armed / dangerous suspects.

Fiscal Impact: \$0 – 159.00 (estimated) with insurance after initial acquisition

Policy and Procedure: It is the policy of the Gardena Police Department to utilize this equipment only for official law enforcement purposes and pursuant to State and Federal law.

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Training: Only SWAT operators who have completed the required operator training shall be permitted to use the robot. Use is established by the SWAT Commander and/or Incident Commander.

706.5 APPROVAL

State

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

State

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Any military equipment that is deployed or used by other jurisdictions that are providing mutual aid to this Department shall comply with their respective military equipment use policies. Situations may arise where the Gardena Police Department may deploy or use military equipment owned by other law enforcement agencies, in these situations, Gardena Police Department is authorized to deploy or use a different agency's military equipment as authorized in this policy.

The Gardena Police Department hereby adopts the military equipment use policy as is approved, and may be amended from time to time, under Government Code section 7070 *et seq.*, for jurisdictions that the Gardena Police Department may engage with to provide mutual

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Military Equipment

aid. This section is in no way a limitation to the ability of the Gardena Police Department to deploy or use the military equipment of another jurisdiction.

706.7 ANNUAL REPORT

State

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

State

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

706.9 COMPLIANCE PROCEDURE

This procedure is to ensure compliance with the military equipment use policy. All complaints, concerns, or questions submitted regarding this policy will be handled pursuant to the Department's normal complaint process (Lexipol Policy 1010) and be handled in a timely manner.

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Military Equipment

Gardena Police Department

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Military Equipment



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.A
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: May 14, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve and Authorize Director of Public Works to execute an Agreement for the installation of water services between the City of Gardena and Golden State Water Company for the Gardena Community Aquatics and Senior Center Project, JN 978.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Authorize the Director of Public Works to Execute an Agreement for the water line services with GSW Company

RECOMMENDATION AND STAFF SUMMARY:

On December 12, 2023, the City Council approved the construction contract with New Dynasty Construction Company. Subsequently, construction commenced on February 12, 2024, and is currently in the grading and underground utility phases. The project is targeted for completion in early summer of 2025.

Simultaneously, staff has submitted an application to Golden State Water (GSW) Company for new water services for the Gardena Community Aquatic and Senior Center. Engineering plans have been prepared by the Water Company, and they have received construction bids and are ready to execute the agreement with the City of Gardena.

The scope includes construction of new domestic, irrigation, and fire service lines, as well as the point of connection for the City's general contractor to tie-in on Harbor Boulevard, adjacent to the new City Senior Center.

Staff respectfully recommends that the City Council approve and authorize the Director of Public Works to execute an Agreement for the installation of water service lines between the City of Gardena and Golden State Water Company for the Gardena Community Aquatics and Senior Center Project, JN 978, in the contract amount of \$184,252.

FINANCIAL IMPACT/COST:

Sources of Funds:

Gardena Community Aquatics & Senior Center Project, JN 978	
Measure G/General Fund	\$13,906,867
Prop 68	\$5,976,221

Federal Earmark (Site Furnishing & Operation Use Only)	\$1,400,000
TOTAL	\$21,283,088

Estimated Expenditures:

Design Services	\$121,118
Edison/SCE Utility Relocation	\$73,939
Site Furnishing & Operation	\$1,400,000
Community Development Permit Fees	\$100,000
Construction Support & Deputy Inspection Services	\$1,027,387
General Contractor Contract	\$16,870,644
Project Contingency (10%)	
GSW Company Contract Agreement	\$184,252
Others as needed	\$1,505,748
TOTAL	\$21,283,088

The contract agreement with Golden State Water Company will be paid from the project's budget contingency; therefore, no additional budget appropriation is necessary.

ATTACHMENTS:

[25032939 - Agreement - Non-Refundable - GSW managed signed.pdf](#)

APPROVED:



Clint Osorio, City Manager



April 18, 2024

Applicant

**City of Gardena
1700 W. 162nd Street
Gardena, CA 90247**

Attn: Kevin Kwak

Reference: GSWC Job No. 25032939 Southwest System

Enclosed are two copies of an agreement for the installation of domestic, irrigation, fire services (collectively, “Facilities”) as delineated on our Construction plan Exhibit A attached hereto. The installation of the Facilities, which will be owned by Golden State Water Company (“Utility”), will be made only after the sewers have been installed, the curb and gutters completed, streets are at a final grade, but prior to the actual paving of the street.

All amounts advanced by Applicant under this letter agreement or otherwise in connection with the installation of the Facilities serve only as a deposit in advance of the costs and expenses Utility estimates it shall incur in connection therewith, and is not a guarantee that Utility’s total costs and expenses incurred shall not exceed such advanced amounts. Applicant acknowledges and agrees that it shall be responsible for and shall pay any shortfall between the amounts so deposited and Utility’s total costs and expenses within 10 days of invoice. Any shortfall not timely paid to Utility shall accrue interest at the rate of 10% per annum until paid.

Water conservation devices are required in compliance with local/state building codes and/or ordinances. These may include, but are not limited to; Low volume flush toilets or toilets flush valves, low flow showerheads, low flow kitchen and lavatory faucets, and automatic controls on landscape irrigation systems - set for off peak operation. GSWC has identified the need for the installation of backflow prevention assemblies for your location as detailed in the enclosed Notice to Install (NTI) package.

Utility acknowledges receipt of your advanced funds in the amount of \$2,500. This amount has been credited, leaving a balance due as of the date hereof in the amount of \$184,252 due Utility. **Additional amounts may be payable by Applicant based on final costs and expenses incurred by Utility.**

If Applicant is in agreement with the conditions as outlined in this letter agreement, the enclosed agreement and all other agreements with Utility entered into in connection with the installation of the Facilities, please indicate applicant’s approval by signing and dating both copies of the enclosed agreement in the spaces provided and return both executed versions along with, a check in the amount of \$184,252 and Applicant’s countersignature to this letter agreement and NTI acknowledgement to Utility at Golden State Water Company, 160 E Via Verde, Suite 100 San Dimas, CA 91773, Attn: New Business Department. We will then return one fully executed copy of the final contract to you for your files and authorize work to proceed.

Note that the bid used for the enclosed agreement expires on 7/17/24 and therefore the enclosed agreement will expire at the same time. It is possible that this timeline may be extended with the written consent of the Facilities Contractor. Should you anticipate a need for an extension, please make your written request to Utility prior to the expiration date. A late response will require the project to be re-bid, the re-issuance of a revised agreement that may impact the estimated costs reflected herein, and delay the installation of the Facilities.

Failure to return Applicant's countersignature to this letter agreement along with both executed versions of the enclosed agreement and the required check within 90 days of the date of this letter will constitute a default of this project and cancellation of the application. Any funds advanced by Applicant remaining from Applicant's design deposit will be returned and the project will be closed. If you wish to proceed thereafter, a new application for service and non-refundable review fee will be required.

Sincerely,

GOLDEN STATE WATER COMPANY

APPLICANT

BY _____

Ernest A. Gisler, P.E.
Director of Planning, Operations
Engineering & Innovation

Print Name

Signature

Date _____

Job No: 25032939
System: Southwest

GOLDEN STATE WATER COMPANY

AGREEMENT - (Non-Refundable)

Utility

Golden State Water Company
630 E. Foothill Blvd
San Dimas, CA 91773

District: Southwest

Applicant

City of Gardena
1700 W. 162nd Street
Gardena, CA 90247

This letter will serve as an agreement between Applicant and Golden State Water Company (“Utility”) for the installation of water facilities at 1654 W 160th St, as shown on Exhibit A and described in Exhibit B, attached to and made a part of this Agreement (collectively, “Facilities”).

The portion of the Facilities described in Exhibit A and Exhibit B shall be installed by Utility.

Commencement of construction shall be at a time mutually agreeable and suitable to the construction schedules of both parties and shall progress to completion, except for conditions causing delay beyond either parties control.

The project has an estimated total value of **\$186,752**. The Applicant shall advance the sum of **\$184,252** upon execution of this letter agreement, which represents the estimated cost of Applicant’s portion of the Facilities. This amount includes **\$2,500** previously advanced by Applicant.

All amounts advanced by Applicant under this letter agreement or otherwise in connection with the installation of the Facilities serve only as a deposit in advance of the costs and expenses Utility estimates it shall incur in connection therewith, and is not a guarantee that Utility’s total costs and expenses incurred shall not exceed such advanced amounts. Applicant acknowledges and agrees that it shall be responsible for and shall pay any shortfall between the amounts so deposited and Utility’s total costs and expenses within 10 days of invoice. Any shortfall not timely paid to Utility shall accrue interest at the rate of 10% per annum until paid.

In the event said costs and expenses are less than the estimated costs, Golden State Water Company agrees to refund to the Applicant the difference between actual construction costs and estimated cost.

If Applicant is in agreement with the conditions as outlined in this letter agreement and all other agreements with Utility entered into in connection with the installation of the facilities, please indicate Applicant’s approval by signing and dating both copies of the enclosed agreement in the spaces provided and return both executed versions along with a check in the amount of **\$184,252** to be advanced by Applicant and Applicant’s countersignature to this letter agreement to Utility at Golden State Water Company, 160 Via Verde, Suite 100, CA 91773, Attn: New Business Department. We will then return one fully executed copy of the final contract to you for your files and authorize work to proceed.

Failure to return Applicant's countersignature to this letter agreement and the required check within 90 days of the date of this letter will constitute a default of this project and cancellation of the application. If you wish to proceed thereafter, a new application for service and non-refundable review fee will be required.

This letter agreement is subject to any changes or modifications that may be presented by the Public Utilities Commission of the State of California.

Sincerely,

GOLDEN STATE WATER COMPANY

APPLICANT

BY _____
Ernest A. Gisler, P.E.
Director of Planning, Operations
Engineering & Innovation

Print Name

Signature

Date _____

319029346.3



February 12, 2024

City of Gardena
c/o Kevin Kwak
1700 W 162nd Street
Gardena CA 90247

NOTICE TO INSTALL

RE: Installation and Testing of Backflow Prevention Assemblies

The California Code of Regulations, Title 17, Chapter V, Sections 7583 through 7605 as well as Public Law 99-339 of the Federal Safe Drinking Water Act Amendments of 1986 require that the community's water supply be protected from potential and/or actual contamination or pollution hazards. In conformance with state and federal health code regulations, the water supplier has the primary responsibility of preventing the degradation of the approved water supply.

Golden State Water Company (GSWC) is responsible for the prevention of contamination of our water system. This responsibility includes requiring protection of the water system at the meter from hazards potentially introduced through customer meters and customer facilities.

Our customers are responsible for preventing contaminants and pollutants from their internal water system (piping) from entering the public water system as required by GSWC as well as State and Federal Standards.

GSWC has identified the need for installation of backflow prevention assemblies at the following location:

Service Location: 1654 W 160th St, Gardena
Project: WO 25032939

To maintain protection of our water supply, **Golden State Water requires the installation of the following:**

Water Use	Backflow Prevention Assembly Type	Quantity / Size
Domestic	Reduced Pressure Principle Assembly	1 – 4-inch
Irrigation	Reduced Pressure Principle Assembly	1 – 1-inch
Fire Service	Double Check Detector Assembly	1 – 4-inch

- GSWC requires the installation of reduced pressure principle (RP) backflow assemblies on the domestic and irrigation services to the facility in conformance to GSWC's Standard Drawing P-35A (attached).
- GSWC requires the installation of an approved double check detector assembly (DCDA) on the fire service to this facility in conformance to GSWC's Standard Drawing No. P35-B (attached). If chemicals or additives of any kind are to be used in the fire system, GSWC will require the installation of an RPDA.

The installed backflow prevention assemblies must be on the USC Foundation's Approved List of Backflow Assemblies (www.usc.edu/dept/fccchr/list.html). The assembly must be tested upon installation, and annually thereafter, by a certified backflow prevention assembly tester. A Backflow Prevention Assembly Test and Maintenance Report (enclosed) must be completed and returned to backflowtest@gswater.com

If you need more information or have any questions, please feel free to contact Adrianna at (310) 977-7368 or backflowtest@gswater.com. Thank you for your cooperation.

Sincerely,



Lisa Miller
Water Quality Engineer
Cross Connection Control Specialist
Golden State Water Company

By signing below, you acknowledge that you have received and understand the requirements for installation and annual testing of backflow assemblies as described in this notice.

APPLICANT

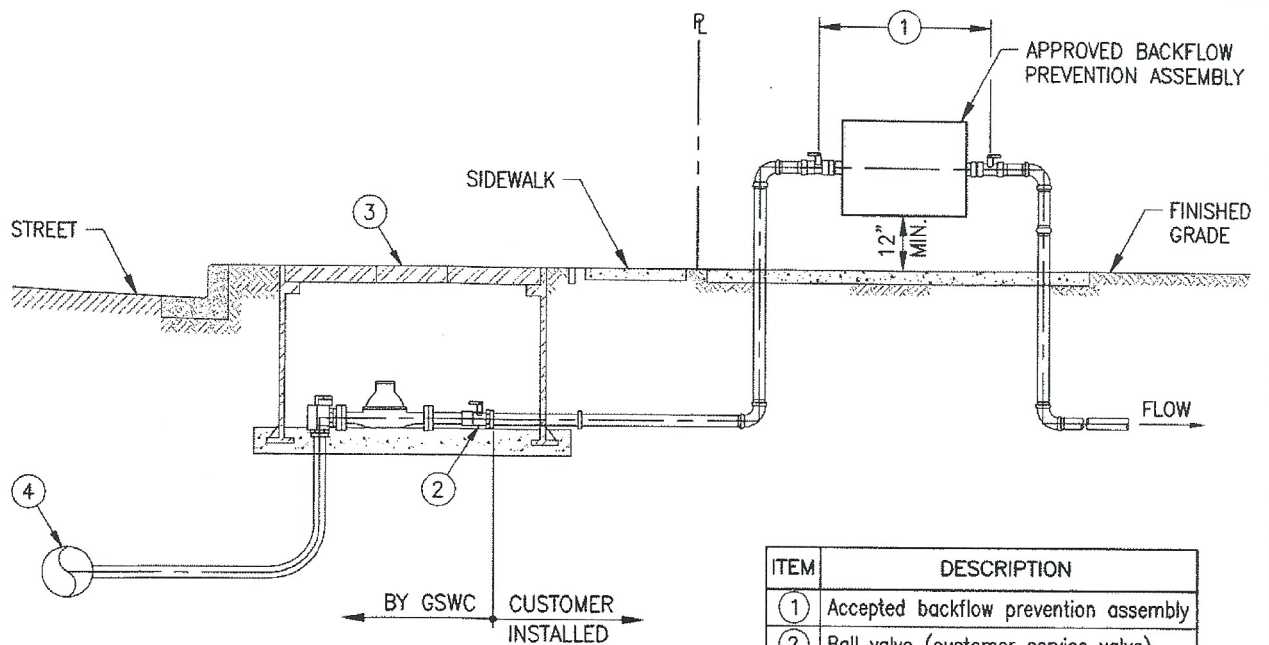
Print Name

Signature

Date _____

encl.: Standard Drawings No. P-35A, P-35B
Backflow Assembly Test and Maintenance Report

cc: T. Spearman, GSWC



ITEM	DESCRIPTION
①	Accepted backflow prevention assembly
②	Ball valve (customer service valve)
③	Service meter and meter box
④	Water main

NOTES:

1. The backflow preventer assembly shall consist of an approved Reduced Pressure or Double Check Valve in accordance with the GSWC Water Quality Department requirements. The assemblies shall be suitable for supply pressures.
2. A backflow preventer assembly for a fire service shall consist of an approved Reduced Pressure Principle Detector Assembly (RPDA) or Double Check Valve Detector Assembly (DCDA) in accordance with the GSWC water quality department requirements. The assemblies shall be suitable for supply pressure.
3. It is recommended that an angle style pressure reducing valve be installed on the upstream line of the backflow preventer when pressure in excess of 80 P.S.I. or more is supplied per section 608.2 of the Uniform Plumbing Code.
4. It is recommended that wye strainers be installed on the upstream side of the backflow preventer body. If required, a pressure regulator with a serviceable screen can be substituted for the wye strainer.
5. Location and installation shall be per plan as submitted to and accepted by GSWC.
6. It is recommended that all assemblies 2-1/2" and larger to be installed shall be equipped with resilient wedge gate valves.
7. Locate the assembly within 5 feet of customer service valve as possible. Other locations must be approved prior to installation.
8. Assemblies shall not be located in areas subject to flooding.
9. Only security enclosures providing adequate clearances and full view of assemblies are permitted.
10. Landscape or construction around assembly shall permit an unobstructed view of the assembly from the street.
11. Final inspection and acceptance test shall be provided to GSWC by the customer using a certified backflow tester.
12. No connections or tees are permitted between meter and backflow preventer.
13. It is recommended that sizes 3" and larger have additional pipe support.
14. It is recommended that the backflow assembly be the same size or one size larger than the meter.
15. Materials may be selected from the GSWC Potable Water Materials Guidelines.

APPROVED BY:
GSWC STANDARDS COMMITTEE

Robert R. Hargrave
EDC MANAGER

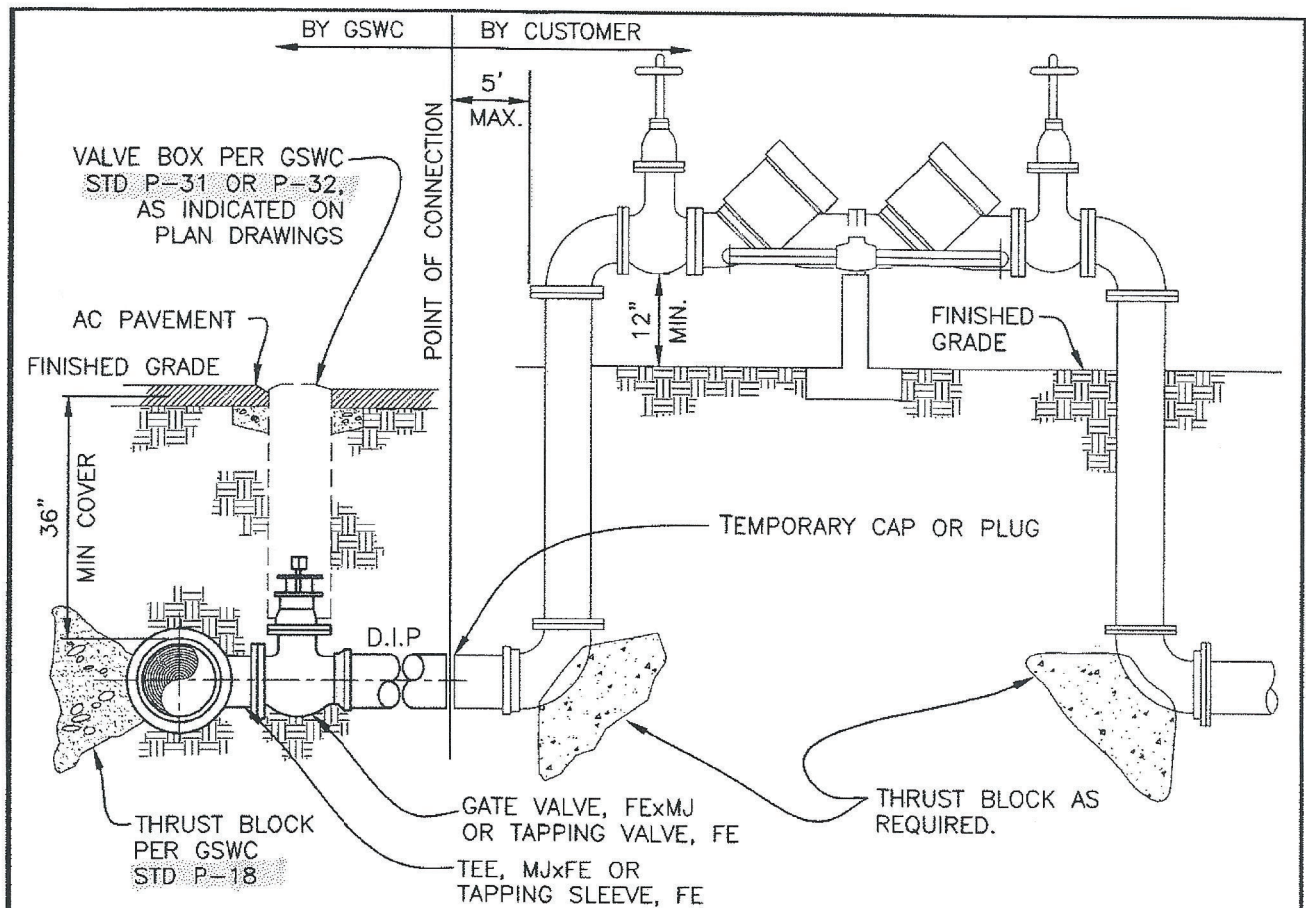
10/16
DATE



Golden State
Water Company
A Subsidiary of American States Water Company

TITLE:
**BACKFLOW PREVENTION ASSEMBLY
OVERVIEW FOR ABOVE GROUND
INSTALLATION**

SCALE:	DATE:	REV	STANDARD DWG NO.
NONE	10/16	1.1	P-35A



NOTES:

1. Developer shall install a GSWC acceptable backflow preventer. Installation shall comply with all applicable rules, regulations, and ordinances. Depending on the application, a Reduced Pressure Principle Detector Assembly (RPDA) or Double Check Valve Detector Assembly (DCDA) may be required.
2. The assembly must be accessible for testing and maintenance. The assembly shall be installed above ground and a minimum of 12" above finished grade with a maximum of 36" and a minimum clearance of 12" or as needed if installed close to a building or structure.
3. All newly installed Backflow Prevention Assemblies must be tested in accordance with applicable regulations prior to being put in service and yearly thereafter. Copies of test results shall be submitted to GSWC prior to activation.
4. The Backflow Assembly shall be installed within five feet of the point of connection to the utility. There may be no connections or tees between the meter or point of connection and the Backflow Assembly.
5. Assemblies shall be horizontal and level unless approved for other orientations.
6. Backflow Assemblies are to be used within their rated operating conditions.
7. All installations of Backflow Assemblies must be in compliance with state and local plumbing and building codes. Contact local administrative authority for detailed requirements.

APPROVED BY:
GSWC STANDARDS COMMITTEE

Robert R. Haggard
CHAIRPERSON

10/16
DATE



**Golden State
Water Company**
A Subsidiary of American States Water Company

TITLE

**BACKFLOW ASSEMBLY
FOR FIRE SERVICES**

SCALE:	DATE:	REV	STANDARD DWG NO.
NONE	10/16	1.1	P-358



Serving Californians since 1929.

BACKFLOW PREVENTION ASSEMBLY TEST & MAINTENANCE REPORT

Customer Name:
Mailing Address:
City State Zip

METER NO:

SERVICE LOCATION:
BACKFLOW ASSEMBLY LOCATION:

MFG: MODEL: SIZE: SERIAL NO:
TYPE (Circle One): DCDA, DC, RPDA, RP, PVB

LINE PRESSURE:

INITIAL TEST	CHECK VALVE 1 HELD AT _____ LEAKED <input type="checkbox"/>	CHECK VALVE 2 HELD AT _____ RP TIGHT <input type="checkbox"/> LEAKED <input type="checkbox"/>	RELIEF VALVE OPEN _____ PSI DID NOT OPEN <input type="checkbox"/>	AIR INLET OPEN _____ PSI DID NOT OPEN <input type="checkbox"/>
REPAIRS	CLEANED <input type="checkbox"/> REPLACED: DISC <input type="checkbox"/> SPRING <input type="checkbox"/> GUIDE <input type="checkbox"/> HINGE PIN <input type="checkbox"/> SEAT <input type="checkbox"/> MODULE <input type="checkbox"/> OTHER <input type="checkbox"/> DESCRIBE:	CLEANED <input type="checkbox"/> REPLACED: DISC <input type="checkbox"/> SPRING <input type="checkbox"/> GUIDE <input type="checkbox"/> HINGE PIN <input type="checkbox"/> SEAT <input type="checkbox"/> MODULE <input type="checkbox"/> OTHER <input type="checkbox"/> DESCRIBE:	CLEANED <input type="checkbox"/> REPLACED: DISC <input type="checkbox"/> DIAPHRAGM <input type="checkbox"/> FLOAT <input type="checkbox"/> SPRING <input type="checkbox"/> OTHER <input type="checkbox"/> O-RING(S) <input type="checkbox"/> MODULE <input type="checkbox"/> DESCRIBE:	CLEANED <input type="checkbox"/> REPLACED: DISC <input type="checkbox"/> DIAPHRAGM <input type="checkbox"/> FLOAT <input type="checkbox"/> SPRING <input type="checkbox"/> OTHER <input type="checkbox"/> DESCRIBE:
FINAL TEST	CLOSED TIGHT _____	CLOSED TIGHT _____	OPENED AT _____ PSI	OPENED AT _____ PSI

COMMENTS:

THE ABOVE REPORT IS CERTIFIED TO BE TRUE.

PASS ☐ FAIL ☐

INITIAL TEST (SIGN) - PRINT NAME- CERTIFICATION#(AWWA/ABPA/Specify Other _____) DATE

FINAL TEST AFTER REPAIR - PRINT NAME- CERTIFICATION#(AWWA/ABPA/Specify Other _____) DATE

TESTER'S COMPANY NAME

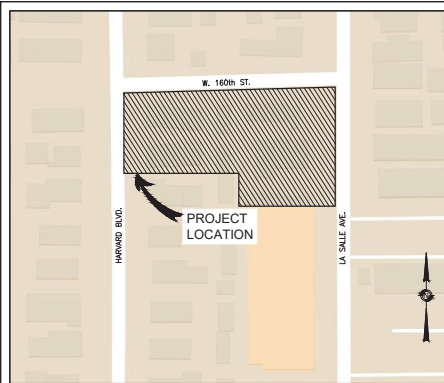
TESTER'S PHONE NUMBER

GAUGE MAKE/MODEL/ SERIAL NO.

GAUGE CALIBRATION DATE

ONLY CALIFORNIA DEPT OF PUBLIC HEALTH APPROVED ASSEMBLIES, SHUT-OFF VALVES, TEST COCKS, PARTS ARE AUTHORIZED FOR USE BY THIS DEPARTMENT. TEST REPORTS MUST BE COMPLETED IN INK. **DO NOT REPLACE ASSEMBLY WITHOUT CONTACTING ENVIRONMENTAL QUALITY DEPARTMENT.**

PLEASE EMAIL COMPLETED FORM TO: Backflowtest@gswater.com



VICINITY MAP
N.T.S.

LEGEND

BLOCK SYMBOL	DESCRIPTION
DS	DOMESTIC SERVICE
FS	FIRE HYDRANT
FS	FIRE SERVICE
IRR	IRRIGATION SERVICE
(12345)	STREET ADDRESS
⑥	PROPOSED 6" FIRE HYDRANT
⑥	EXISTING 6" FIRE HYDRANT
④	EXISTING 4" FIRE HYDRANT
↑	AIR VACUUM RELEASE VALVE
---+---	PROPOSED PIPE CAP
---+---	EXISTING PIPE CAP
---+---	PROPOSED COUPLING
---+---	EXISTING COUPLING
---+---	PIPELINE FLUSH OUT
○	PROPOSED GATE VALVE
○	EXISTING GATE VALVE
→	INVERT
○	EXISTING MANHOLE
▷	PROPOSED REDUCER
▷	EXISTING REDUCER
-----	EASEMENT
-----	GSWC PROPOSED WATER MAIN
-----	GSWC EXISTING WATER MAIN
---E(AB)---	ABANDONED UTILITY (EX: ELECTRIC)
---E---	EXISTING ELECTRIC
---FO---	EXISTING FIBER OPTIC
---G---	EXISTING GAS
---OH---	EXISTING OVERHEAD UTILITY
---MWD---	EXISTING MWD
---OIL---	EXISTING OIL
---RCW---	EXISTING RECLAIMED WATER
---S---	EXISTING SEWER
---SD---	EXISTING STORM DRAIN
---SL---	EXISTING STREET LIGHT
---TEL---	EXISTING TELEPHONE
---TS---	EXISTING TRAFFIC SIGNAL
---TV---	EXISTING CABLE/TELEVISION
---UNK---	EXISTING UNKNOWN UTILITY

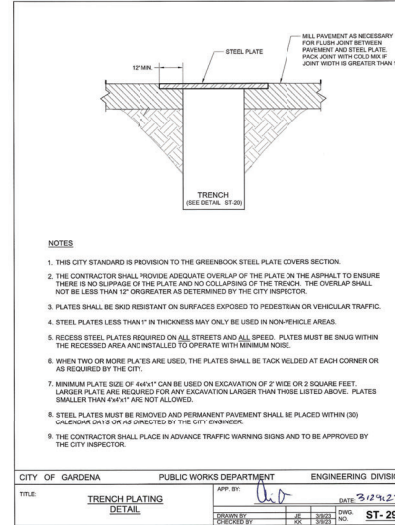
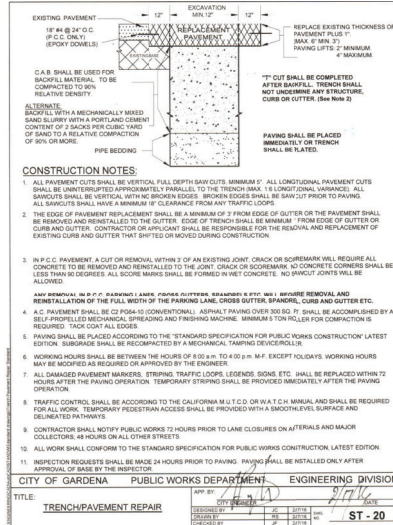


Golden State Water Company

A Subsidiary of American States Water Company

Exhibit A

GARDENA AQUATICS AND SENIOR CENTER 1654 W. 160th ST 1-4" DS (COM), 1-1" IRR, 1-4" FS & ABAND 3 SERVICES CITY OF GARDENA, CALIFORNIA



NOTES

- THIS CITY STANDARD IS PROVISION TO THE GREENBOOK STEEL PLATE COVERS SECTION.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE OVERLAP OF THE PLATE ON THE ASPHALT TO ENSURE THERE IS NO SLIPPAGE OF THE PLATE AND NO COLLAPSING OF THE TRENCH. THE OVERLAP SHALL NOT BE LESS THAN 12" OR GREATER AS DETERMINED BY THE CITY INSPECTOR.
- PLATES SHALL BE 3600 RESISTANT ON SURFACES EXPOSED TO PEDESTRIAN OR VEHICULAR TRAFFIC.
- STEEL PLATES LESS THAN 1" IN THICKNESS MAY ONLY BE USED IN NON-VEHICLE AREAS.
- RECESS STEEL PLATES REQUIRED ON ALL STREETS AND ALL SPEED. PLATES MUST BE SINK WITHIN THE RECESSED AREA INCORPORATED TO OPERATE WITH MINIMUM HOLES.
- WHEN TWO OR MORE PLATES ARE USED, THE PLATES SHALL BE TACK WELDED AT EACH CORNER OR AS REQUIRED BY THE CITY.
- MINIMUM PLATE SIZE OF 48"x48" CAN BE USED ON EXCAVATION OF 2' WIDE OR 2 SQUARE FEET. LARGER PLATES ARE REQUIRED FOR ANY EXCAVATION LARGER THAN THOSE LISTED ABOVE. PLATES SMALLER THAN 48"x48" ARE NOT ALLOWED.
- STEEL PLATES MUST BE REMOVED AND PERMANENT PAVEMENT SHALL BE PLACED WITHIN (60) ON-CHUCKER OR 18" ON-CHUCKER BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL PLACE IN ADVANCE TRAFFIC WARNING SIGNS AND TO BE APPROVED BY THE CITY INSPECTOR.

CITY OF GARDENA	PUBLIC WORKS DEPARTMENT	ENGINEERING DIVISION
TITLE: TRENCH PLATING	APP BY: [Signature]	DATE: 3/24/23
DETAIL	DESIGNED BY: [Signature]	DWG NO: ST-29

LIST OF DRAWINGS

SHEET	DRAWING	DESCRIPTION
1	T-1	TITLE SHEET & TRENCH DETAILS
2	P-1	PLAN & TRENCH DETAILS (CONT.)

GENERAL NOTES:

- ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE GOLDEN STATE WATER COMPANY (GSWC) STANDARD DRAWINGS AND SPECIFICATIONS.
- SHUT DOWN FOR TIE-INS SHALL BE SCHEDULED DURING NORMAL WORKING HOURS UNLESS MODIFIED BY THE PERMIT CONDITIONS, SPECIFICATIONS OR DRAWINGS.
- WORKING HOURS SHALL BE FROM 7:30 AM TO 4:30 PM OR AS REQUIRED BY THE CITY OF GARDENA.
- PRIOR TO THE ACCEPTANCE OF THE WATER SYSTEM BY GSWC, ONE SET OF "AS-BUILT" PLANS SHALL BE SUBMITTED TO GSWC BY THE CONTRACTOR. CONTRACTOR'S "AS-BUILT" SHALL PROVIDE A THREE-WAY TIEBOX DIMENSION FROM STATIONED OBJECTS, SUCH AS A FIRE HYDRANT, MANHOLE & DRAINAGE INLET TO EACH SERVICE, UNDERGROUND VALVE AND PIPE FITTING.
- TRENCHING, EXCAVATION, AND BEDDING SHALL BE AS PER GSWC STANDARDS. TRENCH BACKFILL AND PAVEMENT REPLACEMENT SHALL BE AS PER THE REQUIREMENTS OF THE CITY OF GARDENA.
- WORK SHALL CONFORM TO THE CITY OF GARDENA STANDARDS AND DETAILS FOR ANY CONCRETE REPAIR WORK (CURBS, GUTTER, SIDEWALK, ETC.).
- PROPOSED DUCTILE IRON PIPE FITTINGS SHALL BE MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED ON DRAWINGS.
- ALL FITTINGS, VALVES AND EXPOSED METALLIC PARTS SHALL BE ENCASED WITH 8 MIL THICK POLYETHYLENE POLYETHYLENE ENCASEMENT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND AWWA STANDARD C105.
- THE CAPITAL PROGRAM ENGINEER SHALL BE NOTIFIED TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION TO SCHEDULE INSPECTION SERVICES. THE CAPITAL PROGRAM ENGINEER OR THEIR DESIGNATED INSPECTOR OF RECORD SHALL BE NOTIFIED IMMEDIATELY OF ANY CONFLICTS WITH THE PUBLIC WATER SYSTEM DURING THE CONSTRUCTION OF THIS PROJECT.
- THE GOLDEN STATE WATER COMPANY IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF U.S.A. TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION BY CALLING THE TOLL-FREE NUMBER 811.
- THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO MATCH PRE-CONSTRUCTION CONDITION OR BETTER AFTER COMPLETION OF THE PROJECT.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS, AND THE ACCURACY OR COMPLETENESS OF THE UTILITIES ON THE DRAWINGS IS NOT GUARANTEED. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION. SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT, THE CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK. COMMENCEMENT OF WORK SHALL CONSTITUTE FULL ACCEPTANCE OF EXISTING SITE CONDITIONS. ANY DISCREPANCIES FOUND OR ANY DETAILS NOT SHOWN ON THE DRAWINGS SHALL BE RECORDED ON THE AS-BUILTS AND REPORTED TO THE ENGINEER. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION OF EXISTING WATER MAIN TIE-IN LOCATIONS TO VERIFY PIPE SIZE, TYPE & LOCATION BEFORE START OF CONSTRUCTION WORK AND SHALL HAVE ALL REQUIRED PIPE MATERIALS, VALVES & APPURTENANCES NEEDED FOR THE WORK.
- CONTRACTOR SHALL PROVIDE MINIMUM OF 15 WORKING DAYS OF ADVANCE NOTICE TO GSWC PRIOR TO PERFORMING THE PIPELINE TIE-IN WORK AND SHALL COORDINATE ITS CONSTRUCTION ACTIVITIES WITH GSWC STAFF.
- CONTRACTOR SHALL NOT BLOCK DRIVEWAYS AND MUST MAKE PROVISIONS TO ENSURE THAT HOMEOWNERS CAN ENTER AND EXIT THEIR DRIVEWAYS DURING CONSTRUCTION.
- EXISTING SERVICES SHALL NOT BE INTERRUPTED. ABANDONMENT OF OLD SERVICE SHALL BE DONE WHEN THE NEW PIPELINE IS IN SERVICE TO AVOID SERVICE INTERRUPTION.
- CONTRACTOR MUST MEET ALL CAL/OSHA AND CAL/EPA REQUIREMENTS, GSWC SPECIFICATION SECTION 6000, SUB SECTION 24E, AND AWWA WORK PRACTICES FOR ASBESTOS-CEMENT PIPE OPERATIONS. ALL REMOVED A.C. PIPE SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL LAWS. CONTRACTOR SHALL PROVIDE THE GSWC INSPECTOR WITH PAPER CUSTODY TRAIL DOCUMENTATION OF DISPOSAL.
- CONTRACTOR SHALL REMOVE ALL USA MARKINGS AT THE COMPLETION OF THE PROJECT.
- EXISTING CONCRETE CROSS GUTTER TO BE PROTECTED IN PLACE. CONTRACTOR SHALL TUNNEL UNDER ALL CURBS AND GUTTERS AND PROVIDE SLURRY BACKFILL TO MAINTAIN INTEGRITY. ANY DAMAGED CONCRETE WORK INCLUDING BUT NOT LIMITED TO SIDEWALK, CURB & GUTTER, WHEEL CHAIR RAMP AND CROSS GUTTER SHALL BE REPLACED BY CONTRACTOR PER LOCAL JURISDICTION REQUIREMENTS.
- THE DEVELOPER SHALL INSTALL AN APPROVED REDUCED PRESSURE PRINCIPAL BACKFLOW ASSEMBLY (LEAD FREE) DOWNSIDE FROM THE DOMESTIC AND IRRIGATION SERVICE METER PER GSWC STD. DWG. NO. P-35A.
- THE DEVELOPER SHALL INSTALL AN APPROVED DOUBLE CHECK DETECTOR ASSEMBLY DOWNSIDE FROM THE FIRE SERVICE LEAD PER GSWC STD. DWG. NO. P-35B.
- CONTRACTOR SHALL REPLACE DAMAGED TRAFFIC LOOPS AFFECTED BY THE PROJECT PER THE REQUIREMENTS OF THE CITY OF GARDENA.
- THE DEVELOPER OR THEIR AUTHORIZED REPRESENTATIVE SHALL VERIFY THE LOCATIONS OF PROPOSED SERVICES IN THE FIELD AND COORDINATE WITH GSWC REPRESENTATIVE PRIOR TO INSTALLATION.

ASSET RETIREMENTS				
NO.	DESCRIPTION	W.O./YEAR	ESTIMATED QUANTITY	UNIT



Know what's below.
Call before you dig.

THIS PLAN WAS PREPARED BY THE STAFF OF GSWC ENGINEERING DESIGN. ENGINEERING DESIGN MADE A REASONABLE REVIEW OF AVAILABLE RECORDS AND A VISUAL INSPECTION OF THE PROJECT AREA TO COMPLETE THE INFORMATION GIVEN HEREON INCLUDING THE EXISTENCE AND LOCATION OF SUBSTRUCTURES AND UNDERGROUND UTILITY PIPES. HOWEVER GSWC DOES NOT WARRANT THE INFORMATION GIVEN HEREON.

THE CONTRACTOR, IN ADDITION TO COMPLYING WITH THE PROCEDURES OF UNDERGROUND SERVICE ALERT, IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO LOCATE AND PROTECT THE ABOVE AND BELOW GROUND STRUCTURES IN THE VICINITY OF THE PROJECT.

DATE	BY	REVISION	APPROVED	DATE



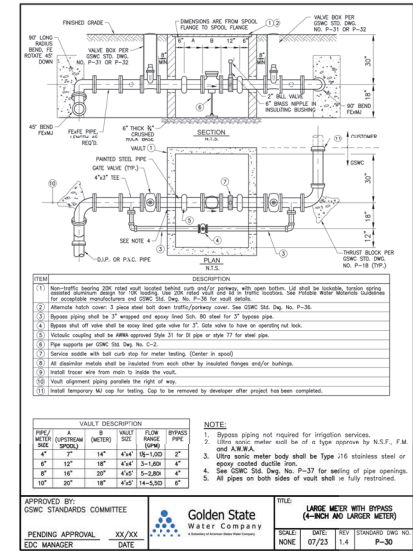
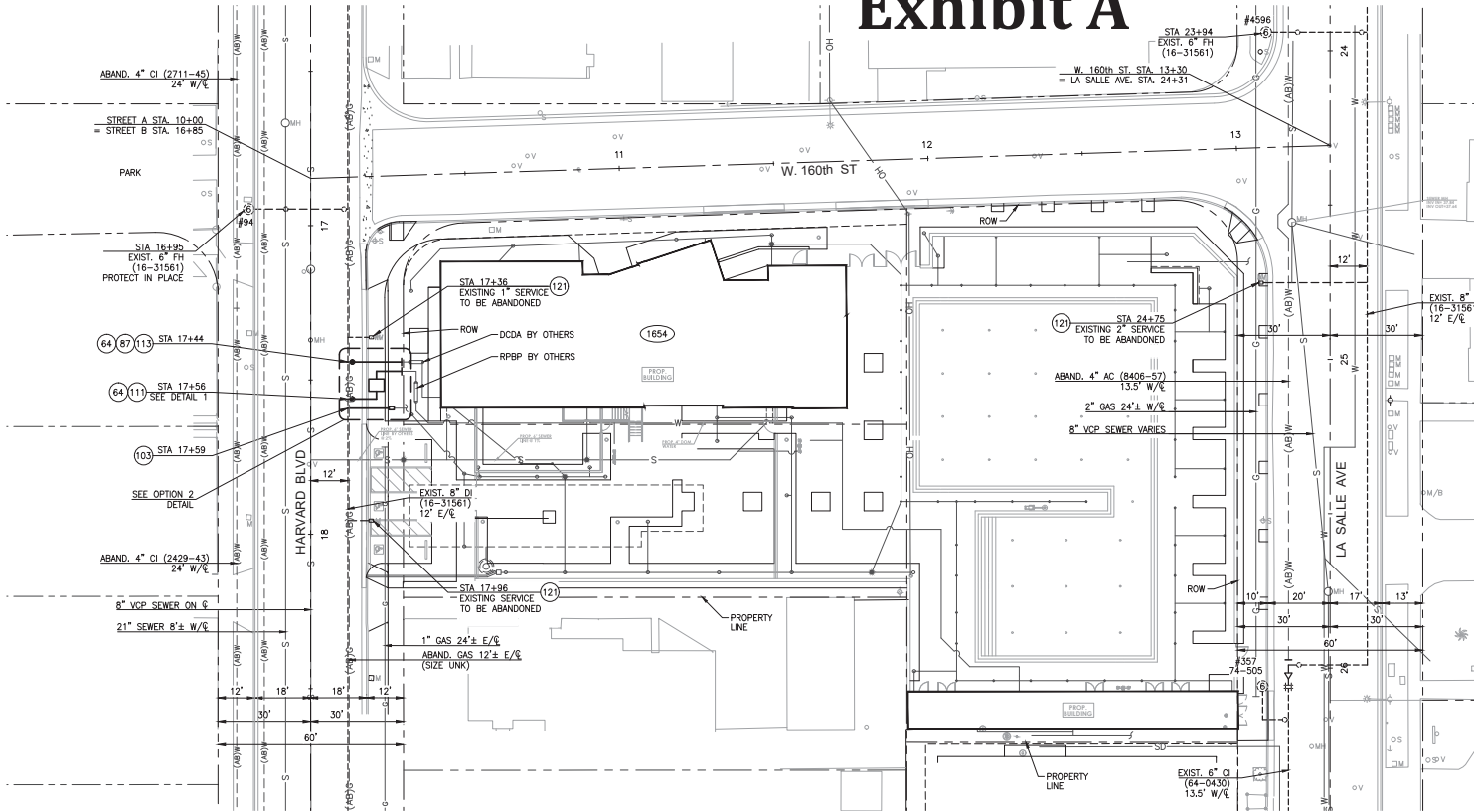
BUDGET YEAR: 2023	SYSTEM MAP NO: SW-186	DRAWING PREPARED BY: V.H. DATE: 01/29/24
THOMAS PAGE	SCALE: N.T.S.	DESIGN BY: B.O. DATE: 01/29/24
DISTRICT: SOUTHWEST	AS-BUILT RECORDS	FIELD CHECK & SERVICE SURVEY BY: L.W. DATE: 02/13/24
SYSTEM: SOUTHWEST	BY: [Signature]	DATE: 02/13/24
REVIEWED & APPROVED BY: ERNEST A. GISLSER	DATE: 2024.04.03	DATE: 13.05.40-07/007
		R.C.E. NO. 47312



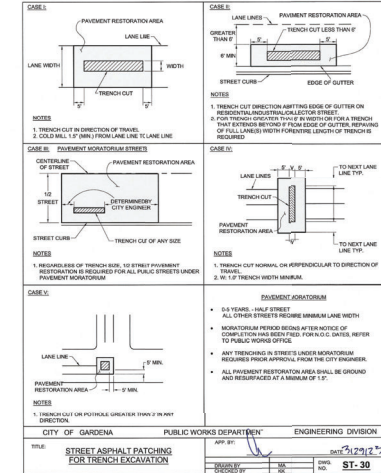
Golden State
Water Company
A Subsidiary of American States Water Company
160 E. VIA VERDE, SUITE 100, SAN DIMAS, CA 91773
PHONE: (909) 305-5427 FAX: (909) 337-0222

PROJECT TITLE: GARDENA AQUATICS AND SENIOR CENTER	1654 W. 160th ST
1-4" DS (COM), 1-1" IRR, 1-4" FS & ABAND 3 SERVICES	
JURISDICTION: CITY OF GARDENA	
DWG NO: T-1	SHEET NUMBER: 1 of 2 SHEETS
TITLE SHEET & TRENCH DETAILS	
FRANCHISE NUMBER: 1282	25032939

Exhibit A



DETAIL 1
N.T.S.



CONSTRUCTION NOTES:

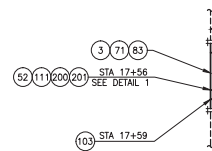
- INSTALL 8" D.I. PIPE PER GSWC STD. DWG. NO. P-3 AND GSWC SPECIFICATIONS.
- INSTALL "MAIN SIZE" x 4" D.I. REDUCING TEE WITH THRUST BLOCK PER GSWC STD. DWG. NO. P-18.
- INSTALL "MAIN SIZE" x 4" TAPPING SLEEVE WITH 4" F.E.M.J. TAPPING VALVE AND THRUST BLOCK PER GSWC STD. DWG. NOS. P-18 AND P-23.
- INSTALL "MAIN SIZE" D.I. M.J. LONG SLEEVE.
- REMOVE INTERFERING PORTION OF EXISTING PIPE, FITTINGS, AND APPURTENANCES.
- INSTALL "MAIN SIZE" M.J. CAP WITH THRUST BLOCK PER GSWC STD. DWG. NO. P-6.
- INSTALL 1" IRRIGATION SERVICE PER GSWC STD. DWG. NOS. P-25, P-26 AND P-35A.

CONSTRUCTION NOTES: (CONT.)

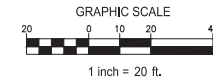
- INSTALL 4" DOMESTIC SERVICE METER WITH BYPASS IN VAULT WITH TRAFFIC RATED LID PER GSWC STD. DWG. NOS. P-30 AND P-35A.
- INSTALL 4" FIRE SERVICE (LEAD ONLY) PER GSWC STD. DWG. NO. P-35B.
- ABANDON EXISTING SMALL SIZE DOMESTIC SERVICE AND REMOVE METER BOX PER SPECIFICATIONS.
- ROTATE TEE DOWN WITH 90° BEND.
- MAINTAIN DEPTH OF UNDERCROSSING TO SERVICE AND/OR E.A.D. EXTENSION TO MATCH DEPTH OF SERVICE LATERAL.

NOTE:

- CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITY CROSSINGS PRIOR TO CONSTRUCTION.



OPTION 2 DETAIL
N.T.S.



Know what's below.
Call before you dig.

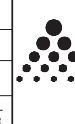
THIS PLAN WAS PREPARED BY THE STAFF OF GSWC ENGINEERING DESIGN. ENGINEERING DESIGN MADE A REASONABLE REVIEW OF AVAILABLE RECORDS AND A VISUAL INSPECTION OF THE PROJECT AREA TO COMPLETE THE INFORMATION GIVEN HEREON INCLUDING THE EXISTENCE AND LOCATION OF SUBSTRUCTURES AND UNDERGROUND UTILITY PIPES. HOWEVER GSWC DOES NOT WARRANT THE INFORMATION GIVEN HEREON.

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DATE	BY	DATE	REVISION	DATE	BY	DATE	APPROVED



BUDGET YEAR	2023	SYSTEM MAP NO.	SW-186	DRAWING PREPARED BY	V.H.	DATE	01/29/24
THOMAS PAGE CODE	COORD	SCALE	1"=20'	DESIGN BY	B.O.	DATE	01/29/24
DISTRICT	SOUTHWEST	AS-BUILT RECORD BY		FIELD CHECK & SERVICE SURVEY BY	L.W.	DATE	02/13/24
SYSTEM	SOUTHWEST	REVIEWED & APPROVED BY	Ernest A. Gislser	DATE	2024.04.03		
					13.05.42-07/007		
					R.C.E. NO.	47312	



Golden State Water Company
A Subsidiary of American States Water Company
160 E. VIA VERDE, SUITE 100, SAN DIMAS, CA 91773
PHONE: (909) 305-5427 FAX: (909) 937-0222

PROJECT TITLE	GARDENA AQUATICS AND SENIOR CENTER	SHEET NUMBER	2 of 2
	1654 W. 160th ST		
	1-4" DS (COM), 1-1" IRR, 1-4" FS & ABAND 3 SERVICES		
JURISDICTION	CITY OF GARDENA	DATE	2/29/24
DWG NO.	P-1	DATE	2/29/24
PLAN & TRENCH DETAILS (CONT.)			
FRANCHISE NUMBER	1282		

Exhibit B

Facilities To Be Installed By: Golden State Water
 25032939
 1654 W. 160th St, Gardena

Feet or Qty.	Description	Cost	Company Expenses	State & Federal Tax @ 28%	Contingency @ 10%	Total Cost
1	Furnish and install 4-inch fire service	\$ 18,000	\$ 5,438	\$ -	\$ 2,344	\$ 25,782
1	Furnish and install 1-inch irrigation water service with new meter box	\$ 6,000	\$ 1,750	\$ 2,170	\$ 775	\$ 10,695
1	Furnish and install 4-inch large metered domestic service (for 4-inch meter) with bypass (3-inch and larger)	\$ 60,000	\$ 18,066	\$ 21,858	\$ 7,807	\$ 107,731
1	Furnish and install 4-inch meter for domestic service	\$ 10,000	\$ 3,044	\$ -	\$ 1,304	\$ 14,348
3	Abandon existing small size service and remove meter box	\$ 3,000	\$ 515	\$ -	\$ 352	\$ 3,867
1	Contractor shall follow pavement restoration requirements per City of Gardena STD	\$ 10,000	\$ 3,044	\$ -	\$ 1,304	\$ 14,348
2	Furnish, install, maintain and remove the project information sign	\$ 2,000	\$ 648	\$ -	\$ 265	\$ 2,913
25	Furnish and install 8-inch DIP	\$ 2,500	\$ 713	\$ -	\$ 321	\$ 3,534
5	Furnish additional potholes for existing utilities not shown on the plans but marked by USA	\$ 2,500	\$ 713	\$ -	\$ 321	\$ 3,534
	TOTAL	\$114,000	\$33,931	\$24,028	\$14,793	\$186,752

Total	\$	186,752
Connection/Facilities Fees	\$	-
Less Deposits Received	\$	(2,500)
Total Funds Due to GSWC	\$	184,252

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIESA. General1. Utility's Responsibility

- a. (1) In urban areas with dedicated front streets, rear service roads, or public utility easements, the Utility will furnish and install the service pipe, curb stop, meter and meter box at its own expense for the purpose of connecting its distribution system to the customer's piping, except for temporary services and as otherwise provided in Rule No. 15, Main Extensions. The service connection, curb stop, meter and meter box will be installed at a convenient place between the property line and the curb, or inside the customer's property line where necessary. Please refer to Section B of this Rule No. 16 for any current charges for service connections. (T)
(N)
(N)
- (2) In areas which do not have dedicated front streets, rear service roads, or public utility easements the utility will furnish and install the service pipe, curb stop, meter and meter box as above provided but at a convenient point on or near the customer's property except for service beyond the service area.

- b. The service connection will determine the point of delivery of water service to the customer.

2. Customer's Responsibilitya. Condition Precedent to Receiving Service

The customer as a condition precedent to receiving service shall:

- (1) Furnish and lay the necessary piping to make the connection from the service connection to the place of consumption and shall keep such piping in good repair in accordance with such reasonable requirements of the utility as may be incorporated in its rules herein.
- (2) Provide a main valve on the piping between the service connection and the point of customer use.
- (3) Where service is rendered at or near the service area boundary for use beyond the service area, install, operate and maintain the facilities necessary to provide service.

(L)

(Continued)

(To be inserted by utility)

Issued By

(To be inserted by P.U.C.)

Advice Letter No. 1760-W

R.J. SPROWLS

Date Filed November 30, 2018

Decision No. _____

President

Effective January 1, 2018

Resolution No. _____

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

(Continued)

2. Customer's Responsibility

- (4) Applicants requesting a new service connection, a new water meter or an increase in the size of their existing service connection and/or existing water meter resulting in increased demand within the Santa Maria Customer Service Area, as defined on the Service Area Maps, must provide a source of supplemental water to offset the increased demand, pursuant to the Court adopted Stipulation in Santa Maria Valley Water Conservation District v. City of Santa Maria, et al. (and related actions), Lead Case No. CV770214, Superior Court of the State of California, County of Santa Clara, in January 2008 and Commission Decision No. 13-05-11. (L)

- b. The customer's piping shall extend to that point on the curb line or property line of easiest access to the utility from its existing distribution system or requiring the least extension of the existing distribution main. The utility shall be consulted before installation thereof and its approval of location secured. (L)

3. Ownership and Absence of Rental Obligation Where Facilities Are on Premises of Customer.

- a. The service pipe, curb stop, meter, and meter box furnished by or on behalf of the utility and located wholly or partially upon a customer's premise are the property of the utility.
- b. No rent or other charge will be paid by the utility where the utility-owned service facilities are located on a customer's premises.

4. Access to Premises of Customer

- a. The utility shall at all reasonable hours have access to meters, service connections and other property owned by it which may be located on customer's premises for purposes of installation, maintenance, operation or removal of the property at the time service is to be terminated. The customer's system should be open for inspection at all reasonable times to authorized representatives of the utility.
- b. Any inspection work or recommendations made by the utility or its agents in connection with plumbing or appliances or any use of water on customers premises, either as a result or a complaint or otherwise, will be made without charge.

5. Responsibility for Loss or Damages

- a. The utility will not be responsible for any loss or damage caused by any negligence or wrongful act of a customer or of a customer's authorized representatives in installing, maintaining, operating or using any or all appliances, facilities or equipment for which service is supplied.

(Continued)

(To be inserted by utility)

Advice Letter No. 1760-W

Decision No. _____

Issued By

R.J. SPROWLS**President**

(To be inserted by P.U.C.)

Date Filed November 30, 2018

Effective January 1, 2018

Resolution No. _____

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

(Continued)

5. Responsibility for Loss or Damages (continued)

- b. The customer will be held responsible for damage to utility's meters and other property resulting from the use or operation of appliances and facilities on customer's premises, including but not limited to damage caused by steam, hot water, or chemicals.

B. Services

1. Charges for Service Connections

Except as provided in subparagraphs (a), (b), (c) or (d) below, the utility shall make no charge to the customer for making a service connection except in case of connections for private fire protection service, connections for temporary service, changes made at the request and for the convenience of the customer, where additional connections are requested because of divisions of land ownership when the land before division was receiving service, and as otherwise provided in the utility's main extension rules.

- a. Individual Customer Connection Fee. A Class A utility district or subsidiary serving 2,000 or fewer connections, may accept connection fees from individual customers as Contributions (as defined in Rule 15, Section E) calculated pursuant to the Commission's Connection Fee Data Form (or equivalent) contained in the Utility's tariffs (including a collection of an Income Tax Component of Contribution ["ITCC"] [also known as a "tax gross-up"] pursuant to Rule 15). (T)
- b. In lieu of paying a connection fee, an applicant for a service connection may retain a licensed contractor, qualified in the judgment of the utility, to install the service connection. Cost to the Utility of inspection and supervision of the installation, including an ITCC pursuant to Rule 15, shall be paid by the applicant. The applicant shall provide the utility with a statement of actual construction cost in reasonable detail. The amount shall be treated as a Contribution to the Utility. The installation shall be in accordance with plans and specifications of the Utility. (T)
- c. Individual Customer Facilities Fee. A Class A utility district or subsidiary serving 2,000 or fewer connections, may accept from individual customers amounts in contribution as a facilities fee calculated pursuant to tariffs approved by the Commission (including a collection of an ITCC pursuant to Rule 15). (T)

(Continued)

(To be inserted by utility)

Issued By

(To be inserted by P.U.C.)

Advice Letter No. 1760-W

R.J. SPROWLS

Date Filed November 30, 2018

Decision No. _____

President

Effective January 1, 2018

Resolution No. _____

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIESB. Services

1. Charges for Service Connections (continued)

d. Connection Fees. This fee is applicable to all new service in the following districts:

<u>District</u>	<u>Facilities Fee</u>
Bay Point	\$2,050 per residential lot
Clearlake	\$2,500 per residential lot

These fees, and corresponding ITCC, are for a 5/8 x 3/4" meter. (T)

The districts and applicable fees and ITCC by meter size are shown below: (T)

	CONNECTION FEES					
	Bay Point	ITCC @ 28%	Total Charge	Clearlake	ITCC @ 28%	Total Charge
5/8" x 3/4"	\$2,050	\$574	\$2,624	\$2,500	\$700	\$3,200
3/4"	\$3,075	\$861	\$3,936	\$3,750	\$1,050	\$4,800
1"	\$5,125	\$1,435	\$6,560	\$6,250	\$1,750	\$8,000
1 1/2"	\$10,250	\$2,870	\$13,120	\$12,500	\$3,500	\$16,000
2"	\$16,400	\$4,592	\$20,992	\$20,000	\$5,600	\$25,600
3"	\$30,750	\$8,610	\$39,360	\$37,500	\$10,500	\$48,000
4"	\$51,250	\$14,350	\$65,600	\$62,500	\$17,500	\$80,000
6"	\$102,500	\$28,700	\$131,200	\$125,000	\$35,000	\$160,000
8"	\$164,000	\$45,920	\$209,920	\$200,000	\$56,000	\$256,000
10"	\$235,750	\$66,010	\$301,760	\$287,500	\$80,500	\$368,000
Fire Sprinkler 1" to 5/8"	\$2,132	\$597	\$2,729	\$2,550	\$714	\$3,264
Fire Sprinkler 1" to 3/4"	\$3,106	\$870	\$3,976	\$3,750	\$1,050	\$4,800
Fire Sprinkler 1 1/2" to 3/4"	\$3,506	\$982	\$4,488	\$3,975	\$1,113	\$5,088
Fire Sprinkler 2" to 3/4"	\$3,659	\$1,025	\$4,684	\$4,050	\$1,134	\$5,184
Fire Sprinkler 1 1/2" to 1"	\$5,535	\$1,550	\$7,085	\$6,438	\$1,803	\$8,241
Fire Sprinkler 2" to 1"	\$5,689	\$1,593	\$7,282	\$6,563	\$1,838	\$8,401
Fire Sprinkler 3" to 5/8"	\$4,241	\$1,187	\$5,428	\$5,021	\$1,406	\$6,427
Fire Sprinkler 3" to 3/4"	\$5,251	\$1,470	\$6,721	\$6,254	\$1,751	\$8,005
Fire Sprinkler 3" to 1"	\$7,284	\$2,040	\$9,324	\$8,734	\$2,446	\$11,180
Fire Sprinkler 3" to 1 1/2"	\$12,195	\$3,415	\$15,610	\$14,738	\$4,127	\$18,865
Fire Sprinkler 3" to 2"	\$18,252	\$5,111	\$23,363	\$22,131	\$6,197	\$28,328
Fire Sprinkler 4" to 5/8"	\$4,896	\$1,371	\$6,267	\$5,775	\$1,617	\$7,392
Fire Sprinkler 4" to 3/4"	\$5,907	\$1,654	\$7,561	\$7,008	\$1,962	\$8,970
Fire Sprinkler 4" to 1"	\$7,940	\$2,223	\$10,163	\$9,489	\$2,657	\$12,146

(Continued)

(To be inserted by utility)

Advice Letter No. 1760-W

Decision No. _____

Issued By

R.J. SPROWLS

President

(To be inserted by P.U.C.)

Date Filed November 30, 2018

Effective January 1, 2018

Resolution No. _____

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES
(Continued)

B. Services (Continued)

1. Charges for Service Connections (Continued)
d. Connection fees

	CONNECTION FEES					
	Bay Point	ITCC @ 28%	Total Charge	Clearlake	ITCC @ 28%	Total Charge
Fire Sprinkler 4" to 1 1/2"	\$12,850	\$3,598	\$16,448	\$15,492	\$4,338	\$19,830
Fire Sprinkler 4" to 2"	\$18,908	\$5,294	\$24,202	\$22,885	\$6,408	\$29,293
Fire Sprinkler 4" to 3"	\$31,405	\$8,793	\$40,198	\$38,254	\$10,711	\$48,965
Fire Sprinkler 6" to 5/8"	\$6,444	\$1,804	\$8,248	\$7,556	\$2,116	\$9,672
Fire Sprinkler 6" to 3/4"	\$7,455	\$2,087	\$9,542	\$8,790	\$2,461	\$11,251
Fire Sprinkler 6" to 1"	\$9,488	\$2,657	\$12,145	\$11,270	\$3,156	\$14,426
Fire Sprinkler 6" to 1 1/2"	\$14,398	\$4,031	\$18,429	\$17,273	\$4,836	\$22,109
Fire Sprinkler 6" to 2"	\$20,456	\$5,728	\$26,184	\$24,667	\$6,907	\$31,574
Fire Sprinkler 6" to 3"	\$32,953	\$9,227	\$42,180	\$40,035	\$11,210	\$51,245
Fire Sprinkler 6" to 4"	\$52,798	\$14,783	\$67,581	\$64,281	\$17,999	\$82,280
Fire Sprinkler 8" to 5/8"	\$7,287	\$2,040	\$9,327	\$8,590	\$2,405	\$10,995
Fire Sprinkler 8" to 3/4"	\$8,298	\$2,323	\$10,621	\$9,760	\$2,733	\$12,493
Fire Sprinkler 8" to 1"	\$10,331	\$2,893	\$13,224	\$12,241	\$3,427	\$15,668
Fire Sprinkler 8" to 1 1/2"	\$15,241	\$4,267	\$19,508	\$18,243	\$5,108	\$23,351
Fire Sprinkler 8" to 2"	\$21,299	\$5,964	\$27,263	\$25,637	\$7,178	\$32,815
Fire Sprinkler 8" to 3"	\$33,797	\$9,463	\$43,260	\$41,006	\$11,482	\$52,488
Fire Sprinkler 8" to 4"	\$53,641	\$15,019	\$68,660	\$65,252	\$18,271	\$83,523
Fire Sprinkler 8" to 6"	\$103,343	\$28,936	\$132,279	\$125,970	\$35,272	\$161,242
Fire Sprinkler 10" to 5/8"	\$11,162	\$3,125	\$14,287	\$12,985	\$3,636	\$16,621
Fire Sprinkler 10" to 3/4"	\$12,172	\$3,408	\$15,580	\$14,218	\$3,981	\$18,199
Fire Sprinkler 10" to 1"	\$14,206	\$3,978	\$18,184	\$16,699	\$4,676	\$21,375
Fire Sprinkler 10" to 1 1/2"	\$19,116	\$5,352	\$24,468	\$22,702	\$6,357	\$29,059
Fire Sprinkler 10" to 2"	\$25,173	\$7,048	\$32,221	\$30,095	\$8,427	\$38,522
Fire Sprinkler 10" to 3"	\$37,672	\$10,548	\$48,220	\$45,465	\$12,730	\$58,195
Fire Sprinkler 10" to 4"	\$57,516	\$16,104	\$73,620	\$69,710	\$19,519	\$89,229
Fire Sprinkler 10" to 6"	\$107,218	\$30,021	\$137,239	\$130,429	\$36,520	\$166,949
Fire Sprinkler 10" to 8"	\$167,874	\$47,005	\$214,879	\$205,096	\$57,427	\$262,523

Sprinkler rates are for customers that require a larger meter due to fire code requirements.

(To be inserted by utility)

Advice Letter No. 1760-W

Decision No. _____

Issued By

R.J. SPROWLS

President

(To be inserted by P.U.C.)

Date Filed November 30, 2018

Effective January 1, 2018

Resolution No. _____

Rule No. 16
Service Connections, Meters, And Customer's Facilities

B. Services (Continued)

1. Charges for Service Connections (Continued)

d. Connection fees (Continued)

These connection fees, and corresponding ITCC, are applicable in the Apple Valley and Morongo Valley Customer Service Areas to all applicants requesting new service line and meter connection to the existing distribution system, not including the restoration of Services which were previously disconnected.

Meter Size	Flow gpm	Specified Maximum Flow Rate	Capital Facilities Charge	ITCC @ 28%	Total Charge
		Ratio to a 5/8 x 3/4" Meter			
5/8 x 3/4"	20	1.0	\$ 995	\$ 279	\$ 1,274
3/4"	30	1.5	\$ 1,492	\$ 418	\$ 1,910
1"	50	2.5	\$ 2,487	\$ 696	\$ 3,183
1-1/2"	100	5.0	\$ 4,974	\$ 1,393	\$ 6,367
2"	160	8.0	\$ 7,958	\$ 2,228	\$ 10,186
3"	320	16.0	\$15,917	\$ 4,457	\$ 20,374
4"	500	25.0	\$24,870	\$ 6,964	\$ 31,834

(T)

Over 4" (Determined on the same basis, but subject to available capacity.)

Service connection fees are to be considered as Contribution-in-Aid-Of-Construction and will be applied as a reduction to rate base to offset cost of capital expenditures for facilities necessitated by the addition of new customers to the existing system.

(Continued)

(To be inserted by utility)

Advice Letter No. 1778-W

Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed July 3, 2019Effective July 3, 2019

Resolution No. _____

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES
(Continued)B. Services (continued)

2. Size of Service Pipe

- a. The minimum size of service pipe installed by the utility will not be less than 3/4-inch nominal size.
- b. The utility may require the customer to provide such data as may be necessary for the utility properly to size a service larger than 3/4-inch nominal size consistent with pressure requirements.

3. Installation

Only duly authorized employees or agents of the utility (or contractors, upon approval of the utility) will be permitted to install a service pipe from the utility's main to the location of the service connection. The connection from the meter to the customer's piping will be made by the utility; provided, however, that if the customer's piping requires repair or replacement, the connection may, at the option of the utility, be made by the customer or his agent.

C. Cross-Connections

1. Protective Regulation

No physical connection between the potable water supply system of the public utility and that of any other water supply or source of actual or potential contamination will be permitted except in compliance with the regulations of the State Water Resources Control Board (SWRCB) contained in Title 17, Sections 7583-7605 of the California Code of Regulations under "Regulations Relating to Cross-Connections."

2. Backflow Preventers Required

The utility will evaluate the degree of potential health hazard to the public water supply which may be created as a result of conditions existing on a user's premises. As a minimum, the evaluation will consider: the existence of cross-connections, the nature of materials handled on the property, the probability of a backflow occurring, the degree of piping system complexity and the potential for piping system modification. The utility may implement a Cross Connection Control Fee to administer the Cross-Connection Control Program as indicated on Schedule No. CCCF.

(Continued)

(To be inserted by utility)

Issued By

(To be inserted by P.U.C.)

Advice Letter No. 1760-W**R.J. SPROWLS**Date Filed November 30, 2018

Decision No. _____

PresidentEffective January 1, 2018

Resolution No. _____

Rule No. 16SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

(Continued)

C. Cross-Connections (continued)

2. Backflow Preventers Required (continued)

The utility will require the installation of approved backflow preventers of required type under any of the following conditions:

- a. Where a fresh water supply which has not been approved by the SWRCB Division of Drinking Water is already available from a well, spring, reservoir or other source. (If the customer agrees to abandon this other supply and agrees to remove all pumps and piping necessary for the utilization of this supply, the installation of backflow preventers will not be required.)
- b. Where salt water, or water otherwise contaminated, is available for industrial or fire protection purposes at the same premises.
- c. Where the premises are or may be engaged in industrial processing using or producing process waters or liquid industrial wastes, or where the premises are or may be engaged in handling sewage or any other dangerous substances.
- d. Where fresh water hydrants or other outlets are or may be installed on piers or docks.
- e. Where the circumstances are such that there is special danger of backflow of sewage or other contaminated liquids through plumbing fixtures or water-using or treating equipment, or storage tanks and reservoirs.
- f. Premises that have internal cross-connections that are not abated to the satisfaction of the utility or the health agency.
- g. Premises where cross-connections are likely to occur and entry is restricted so that cross-connection inspections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.
- h. Premises having a repeated history of cross-connections being established or re-established.

(Continued)

(To be inserted by utility)

Advice Letter No. 1760-W

Decision No. _____

*Issued By***R.J. SPROWLS****President**

(To be inserted by P.U.C.)

Date Filed November 30, 2018Effective January 1, 2018

Resolution No. _____

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

(Continued)

C. Cross-Connections (continued)

3. Type and Expense of Backflow Preventers

Any backflow preventer utilized shall be of the type and design specified and approved for the circumstances in Section 7604, Title 17 of the California Code of Regulations, except that a customer may utilize an approved backflow preventer providing greater protection than required by Section 7604. Such backflow preventers shall be installed by and at the expense of the customer, in a manner approved by the utility and the public health agency having jurisdiction. Backflow preventers shall be installed as close as practical to the customer's connection to the utility and in a location which is readily available for periodic inspection.

Backflow preventers shall be tested, repaired or replaced at the expense of the customer.

4. Periodic Testing of Backflow Preventers

Whenever a backflow preventer is installed, relocated, or repaired the customer shall have it tested by persons who have demonstrated their competency in testing of these preventers to the utility or health agency. Backflow preventers shall be tested at least annually or more frequently if determined to be necessary by the health agency of utility. The utility shall notify the customer when testing of backflow preventers is needed.

The notice shall also inform the customer that, following the compliance date, the utility may have all untested assemblies tested and, if needed, repaired or replaced. The costs of all testing, repair, or replacement will be borne by the customer, and the utility may add such costs to the customer's water bill. In tenant-landlord situations, the utility shall not be responsible for determining the responsible party beyond notification of the customer of record. The notice shall give the date when the test must be completed. Reports of testing and maintenance shall be maintained by the utility for a minimum of three years.

(N)

Whenever a backflow prevention assembly is found to have failed, it must be repaired or replaced as soon as repair parts or a replacement assembly is available, but in no event later than the testing compliance date, or 20 days after testing, whichever comes first. If the assembly cannot or will not be repaired within 3 days of discovery of the failure, the backflow prevention assembly tester must notify the utility of the failure. In cases where the failed assembly presents an immediate risk to public health, the service will be discontinued until the repairs or replacement is completed.

(N)

(Continued)

(To be inserted by utility)

Issued By

(To be inserted by P.U.C.)

Advice Letter No. 1760-W

R.J. SPROWLS

Date Filed November 30, 2018

Decision No. _____

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Effective January 1, 2018

Resolution No. _____

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

(Continued)

C. Cross-Connections (continued)

5. Refusal to Serve or Discontinuance of Service

(L)

The utility may refuse or discontinue service:

- a. Until there has been installed on the customer's piping an approved backflow preventer of the required type, if one is required.
- b. Where the utility has been denied access to the customer's premises to make an evaluation.
- c. Where the customer refuses to test a backflow preventer, or to repair or replace a faulty backflow preventer.
- d. Where there is a direct or indirect connection between the public water system and a sewer line.
- e. Where there is an unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
- f. Where there is an unprotected direct or indirect connection between the public water system and auxiliary water system.
- g. When there is a situation which presents an immediate health hazard to the public water system.

(L)

6. Pumps and Boosters

When a customer receiving service at the utility's main or service connection must, by means of a pump of any kind, increase the pressure of the water received, the pump shall not be attached to any pipe directly connected to the utility's main or service pipe. Such pumping or boosting of pressure shall be done, at the option of the utility, either:

- a. From a sump, cistern or storage tank which must be served through an air gap connection, or
- b. From a combination of an approved backflow preventer plus a device approved by the water utility to prevent the booster pump from drawing the utility's system pressure below 20 psi.

(L)

(Continued)

(To be inserted by utility)

Issued By

(To be inserted by P.U.C.)

Advice Letter No. 1760-W

R.J. SPROWLS

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Decision No. _____

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Resolution No. _____

Rule No. 16
(Continued)

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

C. Cross-Connections (continued)

6. Pumps and Boosters (continued)

This requirement shall not apply to American Water Works Association (AWWA) Class 2 Fire Protection systems, except as provided for in the information Bulletin issued by the Office of State Fire Marshall on December 10, 1984. (L)

AWWA Class 2 fire protection systems have direct connections from public water mains only; no pumps, tanks or reservoirs, except that booster pumps may be installed in the connections from the street mains to the fire protection systems; no physical connection from other water supplies; no antifreeze or other additives of any kind; all sprinkler drains discharging to atmosphere, dry well, or other safe outlets. (L)

(To be inserted by utility)

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Decision No. _____

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R.J. SPROWLS

President

(To be inserted by P.U.C.)

Date Filed November 30, 2018

Effective January 1, 2018

Resolution No. _____



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 19.A
Section: COUNCIL ITEMS
Meeting Date: May 14, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6664, A Resolution of the City Council of the City of Gardena California, In Support of An Enduring Ceasefire in Gaza, Ukraine, Haiti and the Democratic Republic of Congo

COUNCIL ACTION REQUIRED:

Staff Recommendation: Discuss and Consider Adopting Resolution No. 6664

RECOMMENDATION AND STAFF SUMMARY:

During the April 9, 2024, City Council meeting, a directive was given to staff by Mayor Pro Tem Henderson and seconded by Councilmember Francis to prepare a resolution for the council to adopt in support of an enduring ceasefire in Gaza, Ukraine, Haiti and the Democratic Republic of Congo.

Attached for City Council consideration and adoption is Resolution 6664, which resolves that the City of Gardena City Council finds that the International Court of Justice has determined the plausibility of genocide and that Israel is in violation of the Genocide Convention. That the Gardena City Council condemns anti-Semitic, anti-Palestinian, anti-Arab, Islamophobic, and all xenophobic rhetoric and attacks. That the Gardena City Council condemns the continued Russian invasion of Ukraine and honors the courage and spirit of the Ukrainian people in their resistance against unjust aggression. In addition, the Gardena City Council condemns the increasing violence, criminal activities, and human rights abuses and violations which undermine the peace, stability, and security of Haiti and the Democratic Republic of Congo.

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

[RESOLUTION No. 6664.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager

RESOLUTION NO. 6664

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, IN SUPPORT OF AN ENDURING CEASEFIRE IN GAZA, UKRAINE, HAITI AND THE DEMOCRATIC REPUBLIC OF CONGO

WHEREAS, the Gardena City Council recognizes that all human life is precious regardless of color, religion, ethnicity, or nationality; and the targeting of civilians is a violation of international humanitarian law and basic human morality; and

WHEREAS, since the horrific Hamas attacks of October 7, 2023, in which over 1,200 Israelis were killed and more than 240 taken hostage, over 30,000 Palestinians have been killed by the Israeli response and nearly 70,000 wounded, 70 percent of whom are women and children; and

WHEREAS, on October 26, 2023, the United Nations General Assembly adopted a resolution calling for an “immediate, durable and sustained humanitarian truce” between Israeli forces and Hamas militants in Gaza, and numerous other international humanitarian organizations have similarly called for a sustained ceasefire; and

WHEREAS, the International Court of Justice has determined the plausibility of genocide and that Israel is in violation of the Genocide Convention; and

WHEREAS, since February 24, 2022, tens of thousands of Ukrainian civilians – children, mothers, fathers, siblings, grandparents, and other human beings – have been killed by Russian military forces bombing and shelling of apartment buildings, private residences, hospitals, children’s schools and playgrounds, and other non-military locations in cities throughout the sovereign state of Ukraine; and

WHEREAS, the Russian Federation as the aggressor, has committed violations of human rights and war crimes against the Ukrainian people; and

WHEREAS, Ukraine is a sovereign, autonomous democratic state whose borders and territorial integrity cannot be changed by force and whose citizens have an inherent right to make their country’s decisions and determine their country’s future; and

WHEREAS, following the assassination of President Jovenel Moïse in July 2021, Haiti has descended into a multidimensional crisis characterized by political deadlock, extreme violence, and dire humanitarian conditions; and

WHEREAS, according to the Office of the United Nations High Commissioner for Human Rights, between January 1, 2023 and August 15, 2023, at least 2,439 people have been killed and a further 902 injured and 951 kidnapped; and

WHEREAS, according to the United Nations Integrated Office in Haiti the first

RESOLUTION NO. 6664

quarter of 2024 was the deadliest for Haitians with around 2,500 people killed or injured in gang violence, which amounts to a 53 percent increase in casualties from the previous reporting period, the most violent period since the United Nations Integrated Office in Haiti's Human Rights Section started recording statistics in January 2022; and

WHEREAS, in the Democratic Republic of Congo, devastating protracted conflict has been ongoing for nearly thirty years, which has seen a considerable escalation since 2022. Since the conflict began in March 2022, approximately 1.6 million people have been displaced according to United Nations data; and

WHEREAS, in early 2024, the conflict in the Democratic Republic of Congo intensified further, particularly between the armed forces of the Democratic Republic of Congo and the armed rebel group M23. Tensions are also rising between the Democratic Republic of Congo and Rwanda, with them blaming each other for supporting various armed groups. The Democratic Republic of Congo accuses Rwanda of backing M23.

WHEREAS, the escalation of conflict in the Democratic Republic of Congo has resulted in devastating consequences for civilians. People in the region are living in extremely precarious conditions, lacking access to basic necessities such as clean water, healthcare, and food. Additionally, the spread of cholera poses a significant threat, primarily due to the mass displacement of people;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, that the International Court of Justice has determined the plausibility of genocide and that Israel is in violation of the Genocide Convention.

BE IT FURTHER RESOLVED, that the Gardena City Council condemns anti-Semitic, anti-Palestinian, anti-Arab, Islamophobic, and all xenophobic rhetoric and attacks.

BE IT FURTHER RESOLVED, that the Gardena City Council urges the Biden Administration, Senate, and Congress to cease being complicit in the genocide and work towards a permanent ceasefire, providing humanitarian aid, restoring funding to UNWRA, and the release of all hostages, detainees, and political prisoners.

BE IT FURTHER RESOLVED, that the Gardena City Council condemns the continued Russian invasion of Ukraine and honors the courage and spirit of the Ukrainian people in their resistance against unjust aggression.

BE IT FURTHER RESOLVED, that the Gardena City Council condemns the increasing violence, criminal activities, and human rights abuses and violations which undermine the peace, stability, and security of Haiti.

BE IT FURTHER RESOLVED, that the Gardena City Council condemns the

RESOLUTION NO. 6664

increasing violence, criminal activities, and human rights abuses and violations which undermine the peace, stability, and security of the Democratic Republic of Congo.

BE IT FURTHER RESOLVED, that copies of this resolution be sent to President Biden, Vice President Kamala Harris, and to each member of the California Congressional delegation urging them to use their position to enact a sustained ceasefire in Gaza, Ukraine, Haiti and the Democratic Republic of Congo.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 14th day of May, 2024.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 19.B
Section: COUNCIL ITEMS
Meeting Date: May 14, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Consider Letter of Support for California Assembly Bill 2309 (Muratsuchi)
Regarding Allowing Local Prosecution of Misdemeanors

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Letter of Support for AB 2309

RECOMMENDATION AND STAFF SUMMARY:

During the April 23, 2024, City Council meeting, a directive was given to staff by Mayor Cerda and seconded by Councilmember Love to prepare a letter of support for California Assembly Bill 2309 (Muratsuchi).

Current law allows city attorneys in general law cities or chartered cities to prosecute state law misdemeanors if they are provided consent by the county district attorney to do so. In December 2020, the Los Angeles District Attorney's Office issued a Special Directive 20-07 titled, "Misdemeanor Case Management" which listed certain misdemeanor offenses that will be declined or dismissed before arraignment, unless "exceptions or factors for consideration" exist to proceed. These offenses include:

- Trespassing
- Disturbing the peace
- Criminal threats
- Drinking in public
- Public intoxication
- Driving without a valid license
- Driving on a suspended license
- Drug and paraphernalia possession
- Minor in possession of alcohol
- Loitering
- Loitering to commit prostitution
- Resisting arrest

As a result of this directive, some cities in Los Angeles County, including the City of Gardena,

that rely on the District Attorney's Office for the prosecution of their misdemeanors have explored avenues of handling their own prosecutions of misdemeanors by their city attorneys. Several cities have made attempts to gain consent from the district attorney to be able to remove their requirement to have consent to prosecute misdemeanor offenses but the district attorney has denied such requests.

AB 2309 removes the requirement that cities receive consent from the District Attorney's office in order to prosecute state misdemeanors and empowers cities to pass a local ordinance that restores autonomy to local governments by allowing a City Attorney to prosecute state misdemeanors to respond swiftly and appropriately to the public safety challenges they face.

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

[AB 2309 Bill Text.pdf](#)

[AB 2309 Fact Sheet.pdf](#)

[AB 2309 Letter of Support.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

Clint Osorio, City Manager

AMENDED IN ASSEMBLY APRIL 17, 2024

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

ASSEMBLY BILL

No. 2309

Introduced by Assembly Member Muratsuchi
and Pacheco

February 12, 2024

An act to amend Section 41803.5 of the Government Code, to amend Section 115885 of the Health and Safety Code, and to amend Section 633.05 of the Penal Code, relating to local government.

LEGISLATIVE COUNSEL'S DIGEST

AB 2309, as amended, Muratsuchi. City attorney: state law: misdemeanor.

~~(1) Existing~~

Existing law authorizes the city attorney of any general law city or chartered city to, with the consent of the district attorney of that county, prosecute any misdemeanor committed within the city arising out of violation of state law, as specified.

~~This bill would remove the above-described consent requirement and, instead, would, notwithstanding the above-described authorization for city attorneys, authorize the city attorney of any general law city or chartered city to prosecute any misdemeanor committed within the city arising out of violation of state law. The bill would make conforming changes: law, provided that the legislative body of a city passes an ordinance granting that prosecutorial authority to the city attorney.~~

~~(2) Existing law makes violations of specified standards relating to public beaches by any private person a misdemeanor. Existing law requires, subject to specified limitations, a health officer, as defined, to report any violation of those standards to the district attorney, or to the~~

city attorney if the violation occurred in that city and the city attorney is authorized by the district attorney of that county to prosecute any misdemeanor committed within the city, as specified.

This bill would, instead, require a health officer to report the above-described violations to the district attorney and city attorney without the limitation described above. By increasing the reporting obligations of a health officer, as specified above, the bill would impose a state-mandated local program.

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: ~~yes~~-no.
State-mandated local program: ~~yes~~-no.

The people of the State of California do enact as follows:

1 *SECTION 1. Section 41803.5 of the Government Code is*
2 *amended to read:*

3 41803.5. (a) With the consent of the district attorney of the
4 county, the city attorney of any general law city or chartered city
5 within the county may prosecute any misdemeanor committed
6 within the city arising out of violation of state law. ~~This section~~
7 ~~shall not be deemed to affect any of the provisions of Section~~
8 ~~72193.~~

9 (b) In any case in which the district attorney is granted any
10 powers or access to information with regard to the prosecution of
11 misdemeanors, this grant of powers or access to information shall
12 be deemed to apply to any other officer charged with the duty of
13 prosecuting misdemeanor charges in the state, as authorized by
14 law.

15 (c) *Notwithstanding subdivision (a), the city attorney of any*
16 *general law city or chartered city may prosecute any misdemeanor*
17 *committed within the city arising out of violation of state law,*
18 *provided that the legislative body of a city passes an ordinance*
19 *granting that prosecutorial authority to the city attorney.*

1 ~~(d) This section shall not be deemed to affect any of the~~
2 ~~provisions of Section 72193.~~

3 ~~SECTION 1. Section 41803.5 of the Government Code is~~
4 ~~amended to read:~~

5 ~~41803.5. (a) The city attorney of any general law city or~~
6 ~~chartered city may prosecute any misdemeanor committed within~~
7 ~~the city arising out of violation of state law. This section shall not~~
8 ~~be deemed to affect any of the provisions of Section 72193.~~

9 ~~(b) In any case in which the district attorney is granted any~~
10 ~~powers or access to information with regard to the prosecution of~~
11 ~~misdemeanors, this grant of powers or access to information shall~~
12 ~~be deemed to apply to any other officer charged with the duty of~~
13 ~~prosecuting misdemeanor charges in the state, as authorized by~~
14 ~~law.~~

15 ~~SEC. 2. Section 115885 of the Health and Safety Code is~~
16 ~~amended to read:~~

17 ~~115885. (a) The health officer having jurisdiction over the~~
18 ~~area in which a public beach is created shall:~~

19 ~~(1) Inspect the public beach to determine whether the standards~~
20 ~~established pursuant to Section 115880 are being complied with.~~
21 ~~If the health officer finds any violation of the standards, the health~~
22 ~~officer may restrict the use of, or close, the public beach or portion~~
23 ~~thereof in which the violation occurs until the standard is complied~~
24 ~~with.~~

25 ~~(2) Investigate any complaint of a violation of any standard~~
26 ~~established by the department pursuant to Section 115880. If the~~
27 ~~health officer finds any violation of the standards prescribed by~~
28 ~~the department, the health officer may restrict the use of, or close,~~
29 ~~the public beach or portion thereof until the standard is complied~~
30 ~~with. If the person who made the complaint is not satisfied with~~
31 ~~the action taken by the health officer, they may report the violation~~
32 ~~to the department. The department shall investigate the reported~~
33 ~~violation, and, if it finds that the violation exists, it may restrict~~
34 ~~the use of or close the public beach or portion thereof until the~~
35 ~~standard violated is complied with.~~

36 ~~(3) Whenever a beach is posted, closed, or otherwise restricted~~
37 ~~in accordance with Section 115915, inform the agency responsible~~
38 ~~for the operation and maintenance of the public beach within 24~~
39 ~~hours of the posting, closure, or restriction.~~

1 ~~(4) Establish a telephone hotline to inform the public of all~~
2 ~~beaches currently closed, posted, or otherwise restricted. The~~
3 ~~hotline shall be updated as needed in order to convey changes in~~
4 ~~public health risks.~~

5 ~~(5) Report any violation of the standards established pursuant~~
6 ~~to Section 115880 to the district attorney, or if the violation~~
7 ~~occurred in a city, to a city attorney.~~

8 ~~(6) In the event of a known untreated sewage release,~~
9 ~~immediately test the waters adjacent to the public beach and to~~
10 ~~take action pursuant to regulations established under Sections~~
11 ~~115880 and 115881.~~

12 ~~(7) Notwithstanding any other law, in the event of an untreated~~
13 ~~sewage release that is known to have reached recreational waters~~
14 ~~adjacent to a public beach, immediately close those waters until~~
15 ~~it has been determined by the local health officer that the waters~~
16 ~~are in compliance with the standards established pursuant to~~
17 ~~Section 115880.~~

18 ~~(b) If the department is aware of an untreated sewage release~~
19 ~~that has reached recreational waters adjacent to a public beach,~~
20 ~~and that the local health officer has not taken action to close the~~
21 ~~beach, it may take action to close those waters until the waters are~~
22 ~~in compliance.~~

23 ~~(c) Any duty imposed upon a local public officer or agency~~
24 ~~pursuant to this section shall be mandatory only during a fiscal~~
25 ~~year in which the Legislature has appropriated sufficient funds, as~~
26 ~~determined by the State Public Health Officer, in the annual Budget~~
27 ~~Act or otherwise for local agencies to cover the costs to those~~
28 ~~agencies associated with the performance of these duties. The State~~
29 ~~Public Health Officer shall annually, within 15 days after enactment~~
30 ~~of the Budget Act, file a written statement with the Secretary of~~
31 ~~the Senate and with the Chief Clerk of the Assembly memorializing~~
32 ~~whether sufficient funds have been appropriated.~~

33 ~~SEC. 3. Section 633.05 of the Penal Code is amended to read:~~

34 ~~633.05. (a) Nothing in Section 632, 632.5, 632.6, or 632.7~~
35 ~~prohibits a city attorney acting under authority of Section 41803.5~~
36 ~~of the Government Code, or any person acting pursuant to the~~
37 ~~direction of one of those city attorneys acting within the scope of~~
38 ~~their authority, from overhearing or recording any communication~~
39 ~~that they could lawfully overhear or record.~~

1 ~~(b) Nothing in Section 632, 632.5, 632.6, or 632.7 renders~~
2 ~~inadmissible any evidence obtained by the above-named persons~~
3 ~~by means of overhearing or recording any communication that~~
4 ~~they could lawfully overhear or record.~~

5 ~~SEC. 4. If the Commission on State Mandates determines that~~
6 ~~this act contains costs mandated by the state, reimbursement to~~
7 ~~local agencies and school districts for those costs shall be made~~
8 ~~pursuant to Part 7 (commencing with Section 17500) of Division~~
9 ~~4 of Title 2 of the Government Code.~~

10
11
12 REVISIONS:

13 Heading—Line 1.
14



ASSEMBLYMEMBER AL MURATSUCHI

66TH ASSEMBLY DISTRICT

1021 O STREET, SUITE 5310 ★ SACRAMENTO, CA 95814
3424 W. CARSON STREET, SUITE 450 ★ TORRANCE, CA 90505
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AB 2309 (Muratsuchi) – city attorney: state law: misdemeanor

SUMMARY

AB 2309 removes the requirement that cities receive consent from the District Attorney's office in order to prosecute state misdemeanors and allows city attorneys to prosecute any state misdemeanor that occurs within their city.

BACKGROUND

On December 7, 2020, the Los Angeles District Attorney's Office issued Special Directive 20-07 titled, "Misdemeanor Case Management." The directive listed misdemeanor charges that will be declined or dismissed before arraignment unless "exceptions" or "factors for consideration" exist. These crimes include:

- Trespassing
- Disturbing the peace
- Criminal threats
- Drinking in public
- Public intoxication
- Driving without a valid license
- Driving on a suspended license
- Drug and paraphernalia possession
- Minor in possession of alcohol
- Loitering
- Loitering to commit prostitution
- Resisting arrest

Following the directive by the Attorney General's Office, multiple cities in Los Angeles County that rely on the District Attorney's Office to prosecute crimes have been exploring ways to prosecute state misdemeanors themselves.

The City of Manhattan Beach agreed to contract with the City of Redondo Beach to provide prosecutorial services – this is the same agreement that the City of Hermosa Beach has had with the City of Redondo Beach since 2014.

Despite multiple requests for consent to prosecute state misdemeanors, the City of Manhattan Beach

has been denied consent by the District Attorney's Office.

ISSUES

At its core, this is a local control issue. Cities possess a unique understanding of the public safety challenges within their jurisdictions. However, in California, many cities do not have the ability to prosecute their own misdemeanors and must report to the county's District Attorney's Office if a city attorney does not have consent to prosecute misdemeanors.

AB 2309 empowers our cities and restores autonomy to local governments by allowing city attorneys to prosecute state misdemeanors to respond swiftly and appropriately to the public safety challenges they face. Granting prosecutorial authority to cities is an acknowledgment of their ability to tailor law enforcement responses to the specific needs and priorities of their communities.

SOLUTION

AB 2309 removes the requirement that cities receive consent from the District Attorney's Office to prosecute state misdemeanors and allows any city attorney's office to prosecute misdemeanors.

AB 2309 does not require a city to take on this prosecutorial burden if the city prefers to have the District Attorney's Office continue to handle these cases.

STAFF CONTACT

Carson Richards, Legislative Director
Carson.Richards@asm.ca.gov

SUPPORT

City of Manhattan Beach (Sponsor)



OFFICE of the CITY COUNCIL

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9507

May 14, 2024

Honorable Kevin McCarty
Chair, Assembly Committee on Public Safety
California State Assembly
Sacramento CA, 95822

RE: Assembly Bill 2309 (Muratsuchi) – SUPPORT

Dear Chair McCarty:

On behalf of the City of Gardena we write to inform you of our support for AB 2309 (Muratsuchi), which would allow a City Attorney to prosecute any state misdemeanor crime that occurs within their city, upon approval of a local ordinance.

At its core, this is a local control and parity issue. Cities possess a unique understanding of the public safety challenges within their jurisdictions. However, in California, many cities do not have the ability to prosecute their own misdemeanors and must defer to the county's District Attorney's Office. While charter cities can determine their own ability to prosecute these crimes through their own City Charter, general law cities like the City of Gardena cannot. AB 2309 seeks parity with this allowance by giving general law cities an ability to determine their own needs.

On December 7, 2020, the Los Angeles District Attorney's Office issued Special Directive 20-07 titled, "Misdemeanor Case Management." The directive listed misdemeanor charges that will be declined or dismissed before arraignment unless "exceptions" or "factors for consideration" exist. These crimes include:

- Trespassing
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- Driving on a suspended license
- Drug and paraphernalia possession
- Minor in possession of alcohol
- Loitering
- Loitering to commit prostitution
- Resisting arrest

As the negative impacts of this directive unfolded, multiple cities in Los Angeles County that rely on the District Attorney's Office to prosecute crimes have been exploring ways to prosecute state misdemeanors themselves. However, no solution has been found, which is why we are now supporting AB 2309.

AB 2309 empowers cities to pass a local ordinance that restores autonomy to local governments by allowing a City Attorney to prosecute state misdemeanors to respond swiftly and appropriately to the public safety challenges they face. Granting prosecutorial authority to cities is an acknowledgment of their ability to tailor law enforcement responses to the specific needs and priorities of their communities.

For the reasons listed above, the City of Gardena is supportive of AB 2309. For any questions regarding our position, contact the City Council office at 310-217-9507. Thank you for considering our position.

Sincerely,

CC: The Honorable Al Muratsuchi

